### **Schedule of benefits**

If this is an ERISA plan, you may have certain rights under this plan. ERISA may not apply to a church or government group. Please contact the policyholder for additional information.

**Prepared for:** 

Contractholder: Welfare Fund of Local No. One, I.A.T.S.E.

Contract number: MSA-0737355

Plan name: Choice POS II - Tier 3

Schedule of benefits: 2A

Plan effective date: July 1, 2024 Plan issue date: June 28, 2024

Third Party Administrative Services provided by Aetna Life Insurance Company

### Schedule of benefits

This schedule of benefits (schedule) lists the **deductibles**, **copayments** or **payment percentage**, if any apply to the **covered services** you receive under the plan. You should review this schedule to become aware of these and any limits that apply to these services.

### How your cost share works

- The **deductibles** and **copayments**, if any, listed in the schedule below are the amounts that you pay for **covered services**.
  - For the **covered services** under your medical plan, you will be responsible for the dollar amount
  - For pharmacy benefits where a percentage cost share acts like a copayment, you will be responsible for the percentage amount
- Payment percentage amounts, if any, listed in the schedule below are what the plan will pay for covered services.
- Sometimes your cost share shows a combination of your dollar amount **copayment** that you will be responsible for and the **payment percentage** that your plan will pay.
- You are responsible to pay any deductibles, copayments and remaining payment percentage, if they
  apply and before the plan will pay for any covered services.
- This plan doesn't cover every health care service. You pay the full amount of any health care service you get that is not a **covered service**.
- This plan has limits for some **covered services**. For example, these could be visit, day or dollar limits. They may be:
  - Combined limits between in-network and out-of-network providers
  - Separate limits for in-network and out-of-network providers
  - Based on a rolling, 12 month period starting with the date of your most recent visit under this plan
     See the schedule for more information about limits.
- Your cost share may vary if the **covered service** is preventive or not. Ask your **physician** or contact us if you have a question about what your cost share will be.

For examples of how cost share and **deductible** work, go to the *Using your Aetna benefits* section under Individuals & Families at https://www.aetna.com/

#### Important note:

**Covered services** are subject to the **deductible**, maximum out-of-pocket, limits, **copayment** or **payment percentage** unless otherwise stated in this schedule. The *Surprise bill* section in the booklet explains your protections from a surprise bill.

Under this plan, you will:

- 1. Pay your copayment
- 2. Then pay any remaining **deductible**
- 3. Then pay your payment percentage

Your **copayment** does not apply to any **deductible**.

### How your deductible works

The **deductible** is the amount you pay for **covered services** each year before the plan starts to pay. This is in addition to any **copayment** or **payment percentage** you pay when you get **covered services** from an in-network, **out-of-network provider**. This schedule shows the **deductible** amounts that apply to your plan. Once you have met your **deductible**, we will start sharing the cost when you get **covered services**. You will continue to pay **copayments** or **payment percentage**, if any, for **covered services** after you meet your **deductible**.

### How your PCP or physician office visit cost share works

You will pay the PCP cost share when you get covered services from any PCP.

### How your maximum out-of-pocket works

This schedule shows the **maximum out-of-pocket limits** that apply to your plan. Once you reach your **maximum out-of-pocket limit**, your plan will pay for **covered services** for the remainder of that year.

### **Contact us**

We are here to answer questions. See the *Contact us* section in your booklet.

This schedule replaces any schedule of benefits previously in use. Keep it with your booklet.

#### Plan features

#### **Precertification covered services reduction**

This only applies to out-of-network **covered services**:

Your booklet contains a complete description of the **precertification** process. You will find details in the *Medical* necessity and precertification section.

If **precertification** for **covered services** isn't completed, when required, it results in the following benefit reduction:

 A 50% payment percentage reduction applied separately to the benefit provided for each covered service

You may have to pay an additional portion of the **recognized charge** because you didn't get **precertification**. This portion is not a **covered service** and doesn't apply to your **deductible** or **maximum out-of-pocket limit**, if you have one.

#### **Deductible**

You have to meet your **deductible** before this plan pays for benefits.

Deductible type	In-network	Out-of-network
Individual	\$0 per year	\$10,000 per year
Family	\$0 per year	\$20,000 per year

#### **Deductible** waiver

There is no in-network **deductible** for the following **covered services**:

- Preventive care
- Family planning services female contraceptives

#### Deductible and cost share waiver for contraceptives (birth control)

The **prescription** drug **deductible** and per **prescription** cost share will not apply to female contraceptive methods when obtained at a network pharmacy. This means they will be paid at 100%. This includes certain OTC and generic contraceptive **prescription** drugs and devices for each of the methods identified by the FDA. If a **generic prescription drug** is not available, the **brand-name prescription drug** for that method will be paid at 100%.

The **prescription** drug **deductible** and cost share will apply to **prescription** drugs that have a generic equivalent or alternative available within the same therapeutic drug class obtained at a network pharmacy unless we approve a medical exception. A therapeutic drug class is a group of drugs or medications that have a similar or identical mode of action or are used for the treatment of the same or similar disease or injury.

### Maximum out-of-pocket limit

Includes the deductible.

Maximum out-of- pocket type	In-network	Out-of-network
Individual	\$2,000 per year	Unlimited per year
Family	\$4,000 per year	Unlimited per year

### **General coverage provisions**

This section explains the **deductible**, **maximum out-of-pocket limit** and limitations listed in this schedule.

### **Deductible provisions**

Covered services apply to the in-network and out-of-network deductibles.

The **deductible** may not apply to some **covered services**. You still pay the **copayment** or **payment percentage**, if any, for these **covered services**.

#### Individual deductible

You pay for **covered services** each year before the plan begins to pay. This individual **deductible** applies separately to you and each covered dependent. After the amount paid reaches the individual **deductible**, this plan starts to pay for **covered services** for the rest of the year.

#### Family deductible

You pay for **covered services** each year before the plan begins to pay. After the amount paid for **covered services** reaches this family **deductible**, this plan starts to pay for **covered services** for the rest of the year. To satisfy this family **deductible** for the rest of the year, the combined **covered services** that you and each of your covered dependents incur toward the individual **deductible** must reach this family **deductible** in a year. When this happens in a year, the individual **deductibles** for you and your covered dependents are met for the rest of the year.

#### Copayment

This is the dollar amount you pay for **covered services**. In most plans, you pay this after you meet your **deductible** limit.

### **Payment Percentage**

This is the percentage of the bill you pay after you meet your **deductible**.

#### Per admission cost share or deductible

A separate cost share or **deductible** may apply per facility. This is in addition to any other cost share or **deductible** applicable under this plan. It may apply to each **stay** or on a per day basis up to a per admission maximum amount. If you are in the same type of facility more than once, and your **stays** are separated by less than 10 days (regardless of cause), only one per admission cost share or **deductible** will apply. Not more than three per admission cost shares or **deductibles** will apply for a facility type during the year. **Covered services** applied to the per admission **deductible** can't be applied to any other **deductible** required under the plan. **Covered services** applied to the plan's other **deductible** will not apply to the per admission **deductible**.

#### Maximum out-of-pocket limit

The maximum out-of-pocket limit is the most you will pay per year in copayments, payment percentage and deductible, if any, for covered services.

Covered services apply to the in-network and out-of-network maximum out-of-pocket limit.

#### Individual maximum out-of-pocket limit

- This plan may have an individual and family **maximum out-of-pocket limit**. As to the individual **maximum out-of-pocket limit**, each of you must meet your **maximum out-of-pocket limit** separately.
- After you or your covered dependents meet the individual maximum out-of-pocket limit, this plan will
  pay 100% of the eligible charge for covered services that would apply toward the limit for the rest of the
  year for that person.

#### Family maximum out-of-pocket limit

After you or your covered dependents meet the family **maximum out-of-pocket limit**, this plan will pay 100% of the eligible charge for **covered services** that would apply toward the limit for the remainder of the year for all covered family members. The family **maximum out-of-pocket limit** is a cumulative **maximum out-of-pocket limit** for all family members.

To satisfy this **maximum out-of-pocket limit** for the rest of the year, the following must happen:

- The family maximum out-of-pocket limit is met by a combination of family members
- No one person within a family will contribute more than the individual maximum out-of-pocket limit amount in a year

If the **maximum out-of-pocket limit** does not apply to a **covered service**, your cost share for that service will not count toward satisfying the **maximum out-of-pocket limit** amount.

Certain costs that you have do not apply toward the maximum out-of-pocket limit. These include:

- All costs for non-covered services which are identified in the booklet and the schedule
- Charges, expenses or costs in excess of the recognized charge

#### **Limit provisions**

**Covered services** will apply to the in-network and out-of-network limits.

#### Your financial responsibility and decisions regarding benefits

We base your financial responsibility for the cost of **covered services** on when the service or supply is provided, not when payment is made. Benefits will be pro-rated to account for treatment or portions of **stays** that occur in more than one year. Decisions regarding when benefits are covered are subject to the terms and conditions of the booklet.

### **Covered services**

### Acupuncture

Description	In-network	Out-of-network
Acupuncture	\$25 then the plan pays 100% per visit,	\$50 then the plan pays 50% per visit
	no deductible applies	after deductible

Visit limit per year	20	20

### **Ambulance services**

Description	In-network	Out-of-network
Emergency services	100% per trip, no <b>deductible</b> applies	Paid same as in-network
Non-emergency services	Not covered	Not covered

### **Applied behavior analysis**

Description	In-network	Out-of-network
Applied behavior analysis	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received

# Autism spectrum disorder

Description	In-network	Out-of-network
Diagnosis and testing	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received
Treatment	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received
Occupational (OT),	Covered based on type of service and	Covered based on type of service and
physical (PT) and speech	where it is received	where it is received
(ST) therapy for autism		
spectrum disorder		

### **Behavioral health**

### Mental health treatment

Coverage provided is the same as for any other illness

Description	In-network	Out-of-network
Inpatient services-room and board including	100% per admission, no <b>deductible</b> applies	\$500 then the plan pays 50% per admission after <b>deductible</b>
residential treatment	applies	aumission after deductible
facility		
Other inpatient services	100% per admission, no <b>deductible</b>	50% per admission after <b>deductible</b>
and supplies	applies	
Other <b>residential</b>		
treatment facility		
services and supplies		

Description	In-network	Out-of-network
Outpatient office visit to	\$25 then the plan pays 100% per visit,	\$50 then the plan pays 50% per visit
a <b>physician</b> or	no <b>deductible</b> applies	after <b>deductible</b>
behavioral health		
provider		
Physician or behavioral	\$25 then the plan pays 100% per visit,	\$50 then the plan pays 50% per visit
health provider	no <b>deductible</b> applies	after deductible
telemedicine		
consultation		
Outpatient mental	Covered based on type of service and	Covered based on type of service and
health disorders	provider from which it is received	<b>provider</b> from which it is received
telemedicine cognitive		
therapy consultations by		
a <b>physician</b> or		
behavioral health		
provider		

Description	In-network	Out-of-network
Other outpatient services including:	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
The cost share doesn't apply to in-network peer counseling support services		

Description	In-network	Out-of-network
Telemedicine provider mental health disorders consultation	Covered based on type of service and provider from which it is received	Not covered
Telemedicine cognitive therapy mental health disorders consultation by a telemedicine provider	Covered based on type of service and provider from which it is received	Not covered

### **Substance related disorders treatment**

Includes detoxification, rehabilitation and residential treatment facility

Coverage provided is the same as for any other illness

Description	In-network	Out-of-network
Inpatient services-room	100% per admission, no deductible	\$500 then the plan pays 50% per
and board during a	applies	admission after <b>deductible</b>
hospital stay		
Other inpatient services	100% per admission, no deductible	50% per admission after deductible
and supplies during a	applies	
hospital stay		

Description	In-network	Out-of-network
Outpatient office visit to	\$25 then the plan pays 100% per visit,	\$50 then the plan pays 50% per visit
a <b>physician</b> or	no <b>deductible</b> applies	after deductible
behavioral health		
provider		
Physician or behavioral	\$25 then the plan pays 100% per visit,	\$50 then the plan pays 50% per visit
health provider	no deductible applies	after deductible
telemedicine		
consultation		
Outpatient telemedicine	Covered based on type of service and	Covered based on type of service and
cognitive therapy	provider from which it is received	<b>provider</b> from which it is received
consultations by a		
physician or behavioral		
health provider		

Description	In-network	Out-of-network
Other outpatient services including:	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
The cost share doesn't apply to in-network peer counseling support services		

Description	In-network	Out-of-network
Telemedicine provider	Covered based on type of service and	Not covered
substance related	provider from which it is received	
disorders consultation		
Telemedicine cognitive	Covered based on type of service and	Not covered
therapy <b>substance</b>	provider from which it is received	
related disorders		
consultation by a		
telemedicine provider		

#### **Clinical trials**

Description	In-network	Out-of-network
Experimental or	Covered based on type of service and	Covered based on type of service and
investigational	where it is received	where it is received
therapies		
Routine patient costs	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received

### Diabetic services, supplies, equipment, and self-care programs

Description	In-network	Out-of-network
Diabetic services	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received
Diabetic supplies	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received
Diabetic equipment	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received
Diabetic self-care	Covered based on type of service and	Covered based on type of service and
programs	where it is received	where it is received

### **Durable medical equipment (DME)**

Description	In-network	Out-of-network
DME	100% per item, no <b>deductible</b> applies	50% per item after <b>deductible</b>

Early intervention		
Child to age 3	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received
Inherited Metabolic Disease Formula Services		
	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received

### **Emergency services**

Description	In-network	Out-of-network
Emergency room	\$200 then the plan pays 100% per visit, no <b>deductible</b> applies	Paid same as in-network
Non-emergency care in a <b>hospital</b> emergency room	\$200 then the plan pays 100% per visit, no <b>deductible</b> applies	\$200 then the plan pays 100% per visit, no <b>deductible</b> applies

Emergency services important note: Out-of-network providers do not have a contract with us. However, for out of network emergencies the federal No Surprises Act applies. If the provider bills you for an amount above your cost share, you are not responsible for payment of that amount. You should send the bill to the address on your ID card and we will resolve any payment issue with the provider. Make sure the member ID is on the bill. If you are admitted to the hospital for an inpatient stay right after you visit the emergency room, you will not pay your emergency room cost share if you have one. You will pay the inpatient hospital cost share, if any.

### **Habilitation therapy services**

### Outpatient physical (PT), occupational (OT) therapies

Description	In-network	Out-of-network
PT, OT therapies	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received

### Outpatient speech therapy (ST)

Description	In-network	Out-of-network
ST therapy	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received

### **Hearing aids**

Description	In-network	Out-of-network
Hearing aids	100% per item, no <b>deductible</b> applies	100% per item, no deductible applies
Limit	\$1.500 every 36 months	\$1.500 every 36 months

### **Home health care**

### A visit is a period of 4 hours or less

Description	In-network	Out-of-network
Home health care	100% per visit, no <b>deductible</b> applies	\$50 then the plan pays 75% per visit after <b>deductible</b>
Visit limit per year	120	120

### Home health care important note:

Intermittent visits are periodic and recurring visits that skilled nurses make to ensure your proper care. The intermittent requirement may be waived to allow for coverage for up to 12 hours with a daily maximum of 3 visits.

### **Hospice care**

Description	In-network	Out-of-network
Inpatient services -	100%, no <b>deductible</b> applies	50% after <b>deductible</b>
room and board		

Description	In-network	Out-of-network
Other inpatient services	100% per admission, no deductible	50% after <b>deductible</b>
and supplies	applies	

Description	In-network	Out-of-network
Outpatient services	100% per visit, no <b>deductible</b> applies	\$50 then the plan pays 75% per visit after <b>deductible</b>
Limit per lifetime	unlimited	unlimited

### **Hospice important note:**

This includes part-time or infrequent nursing care by an R.N. or L.P.N. to care for you up to 8 hours a day. It also includes part-time or infrequent home health aide services to care for you up to 8 hours a day.

### **Hospital care**

Description	In-network	Out-of-network
Inpatient services –	100%, no <b>deductible</b> applies	\$500 then the plan pays 50% per
room and board		admission after <b>deductible</b>

Description	In-network	Out-of-network
Other inpatient services	100% per admission, no deductible	50% per admission after deductible
and supplies	applies	

# Infertility services Basic infertility

Description	In-network	Out-of-network
Treatment of basic	Covered based on type of service and	Covered based on type of service and
infertility	where it is received	where it is received

### **Comprehensive infertility services**

Description	In-network	Out-of-network
	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>

### Maternity and related newborn care

Includes complications

Description	In-network	Out-of-network
Inpatient services –	100% per admission, no deductible	\$500 then the plan pays 50% per
room and board	applies	admission after <b>deductible</b>
Other inpatient services	100% per admission, no deductible	50% per admission after deductible
and supplies	applies	
Services performed in	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
physician or specialist		
office or a facility		
Other services and	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
supplies		

### Maternity and related newborn care important note:

Any cost share collected applies only to the delivery and postpartum care services provided by an OB, GYN or OB/GYN. Review the *Maternity* section of the booklet. It will give you more information about coverage for maternity care under this plan.

Maternity Home Health Care		
Outpatient	100% per visit, no <b>deductible</b> applies	100% per visit, no deductible applies
Maximum Visits per	1 visit	1 visit
Calendar Year		

### **Nutritional support**

Description	In-network	Out-of-network
Nutritional support	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received

Nutritional Counseling		
	100% per admission, no <b>deductible</b> applies	50% per admission after <b>deductible</b>
Maximum Visits per Calendar Year	12 visits	12 visits

### **Obesity surgery**

Description	In-network	Out-of-network
Inpatient services –	100% per admission, no deductible	\$500 then the plan pays 50% per
room and board	applies	admission after <b>deductible</b>
Other inpatient services	100% per admission, no deductible	50% per admission after deductible
and supplies	applies	

Description	In-network	Out-of-network
Outpatient services	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>

### Oral and maxillofacial treatment (mouth, jaws and teeth)

Description	In-network	Out-of-network
Treatment of mouth,	Covered based on type of service and	Covered based on type of service and
jaws and teeth	where it is received	where it is received

### **Outpatient surgery**

Description	In-network	Out-of-network
At <b>hospital</b> outpatient	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
department		
At facility that is not a	100% per visit, no <b>deductible</b> applies	50% per visit after deductible
hospital		
At the <b>physician</b> office	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received

# Physician and specialist services

## Physician services-general or family practitioner

Including surgical services

Description	In-network	Out-of-network
Physician office hours (not-surgical, not preventive)	\$25 then the plan pays 100% per visit, no <b>deductible</b> applies	\$50 then the plan pays 50% per visit after <b>deductible</b>
Physician surgical services	\$25 then the plan pays 100% per visit, no <b>deductible</b> applies	\$50 then the plan pays 50% per visit after <b>deductible</b>

Description	In-network	Out-of-network
Physician visit during	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
inpatient <b>stay</b>		

Description	In-network	Out-of-network
Physician telemedicine	\$25 then the plan pays 100% per visit,	\$50 then the plan pays 50% per visit
consultation	no <b>deductible</b> applies	after deductible

Description	In-network	Out-of-network
Telemedicine provider consultation	Covered based on type of service and provider from which it is received	Not covered
Basic medical services		

# Specialist

Description	In-network	Out-of-network
Specialist office hours	\$50 then the plan pays 100% per visit,	\$65 then the plan pays 50% per visit
(not-surgical, not preventive)	no <b>deductible</b> applies	after <b>deductible</b>
Specialist surgical	\$50 then the plan pays 100% per visit,	\$65 then the plan pays 50% per visit
services	no <b>deductible</b> applies	after deductible

Description	In-network	Out-of-network
Specialist telemedicine	\$50 then the plan pays 100% per visit,	\$65 then the plan pays 50% per visit
consultation	no <b>deductible</b> applies	after deductible

Description	In-network	Out-of-network
Telemedicine provider	Covered based on type of service and	Not covered
consultation	provider from which it is received	
Specialist services		

# All other services not shown above

Description	In-network	Out-of-network
All other services	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>

### **Preventive care**

Description	In-network	Out-of-network
Preventive care services	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
Breast feeding	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
counseling and support		
Breast feeding	6 visits in a group or individual setting	6 visits in a group or individual setting
counseling and support		
limit	Visits that exceed the limit are covered	Visits that exceed the limit are covered
	under the <b>physician</b> services office visit	under the <b>physician</b> services office visit
Breast pump,	Electric pump: 1 every 12 months	Electric pump: 1 every 12 months
accessories and supplies		
limit	Manual pump: 1 per pregnancy	Manual pump: 1 per pregnancy
	Pump supplies and accessories: 1	Pump supplies and accessories: 1
	purchase per pregnancy if not eligible to	purchase per pregnancy if not eligible to
	purchase a new pump	purchase a new pump
Breast pump waiting	Electric pump: 12 months to replace an	Electric pump: 12 months to replace an
period	existing electric pump	existing electric pump
Counseling for alcohol or	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
drug misuse	,	,
Counseling for alcohol or	5 visits per year	5 visits per year
drug misuse visit limit		
Counseling for obesity,	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
healthy diet		
Counseling for obesity,	Age 22 and older: 26 visits per year, of	Age 22 and older: 26 visits per year, of
healthy diet visit limit	which up to 10 visits may be used for	which up to 10 visits may be used for
	healthy diet counseling.	healthy diet counseling.
Counseling for sexually	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
transmitted infection		
Counseling for sexually	2 visits per year	2 visits per year
transmitted infection		
visit limit	1000/ a an isit no de destible anglise	FOO( no mainis of the male described
Counseling for tobacco cessation	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
Counseling for tobacco	8 visits per year	8 visits per year
cessation visit limit	o visits per year	o visits per year
Family planning services	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
(female contraception	20070 per visity no academic applies	3070 per visit diter deddetione
counseling)		
Family planning services	Contraceptive counseling limited to 2	Contraceptive counseling limited to 2
(female contraception	visits/12 months in a group or individual	visits/12 months in a group or individual
counseling) limit	setting	setting

Immunizations	100%, no <b>deductible</b> applies	50% after <b>deductible</b>
Immunizations limit	Subject to any age limits provided for in	Subject to any age limits provided for in
	the comprehensive guidelines	the comprehensive guidelines
	supported by the Advisory Committee	supported by the Advisory Committee
	on Immunization Practices of the	on Immunization Practices of the
	Centers for Disease Control and	Centers for Disease Control and
	Prevention	Prevention
	For details, contact your physician	For details, contact your physician
Routine cancer	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
screenings		
Routine cancer	Subject to any age, family history and	Subject to any age, family history and
screening limits	frequency guidelines as set forth in the	frequency guidelines as set forth in the
	most current:	most current:
	Evidence-based items that have a rating	Evidence-based items that have a rating
	of A or B in the current	of A or B in the current
	recommendations of the USPSTF	recommendations of the USPSTF
	recommendations of the OSFS11	recommendations of the OSFS11
	The comprehensive guidelines	The comprehensive guidelines
	supported by the Health Resources and	supported by the Health Resources and
	Services Administration	Services Administration
	For more information contact your	For more information contact your
	<b>physician</b> or see the <i>Contact us</i> section	<b>physician</b> or see the <i>Contact us</i> section
Generic preventive care	100%	100%
female contraceptives	10070	10070
(birth control)		
Preventive care drugs	100%	100%
and supplements		
Preventive care drugs	Subject to any sex, age, medical	Subject to any sex, age, medical
and supplements limit	condition, family history and frequency	condition, family history and frequency
	guidelines as recommended by the	guidelines as recommended by the
	USPSTF	USPSTF
	For a current list of covered preventive	For a current list of covered preventive
	care drugs and supplements or more	care drugs and supplements or more
	information, see the Contact us section	information, see the Contact us section
Preventive care risk	100%	100%
reducing breast cancer		
prescription drugs		

	T	T
Preventive care risk reducing breast cancer prescription drugs limit	Subject to any sex, age, medical condition, family history and frequency guidelines as recommended by the	Subject to any sex, age, medical condition, family history and frequency guidelines as recommended by the
p sa pa saga	USPSTF	USPSTF
	For a current list of covered preventive	For a current list of covered preventive
	care drugs and supplements or more	care drugs and supplements or more
D	information, see the <i>Contact us</i> section	information, see the <i>Contact us</i> section
Preventive care tobacco	100%	100%
cessation <b>prescription</b>		
and OTC drugs	Tura 00 daystyrastyrastyrastyrastyrastyrastyrasty	Tura 00 day tara tara anta anta
Limit	Two 90 day treatments only	Two 90 day treatments only
Routine lung cancer screening	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
Routine lung cancer screening limit	1 screening per year	1 screening per year
	Screenings that exceed this limit	Screenings that exceed this limit
	covered as outpatient diagnostic testing	covered as outpatient diagnostic testing
Routine physical exam	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
Routine physical exam	Subject to any age and visit limits	Subject to any age and visit limits
limits	provided for in the comprehensive	provided for in the comprehensive
	guidelines supported by the American	guidelines supported by the American
	Academy of Pediatrics/Bright	Academy of Pediatrics/Bright
	Futures/Health Resources and Services	Futures/Health Resources and Services
	Administration for children and	Administration for children and
	adolescents	adolescents
	Limited to 7 exams from age 0-1 year; 3	Limited to 7 exams from age 0-1 year; 3
	exams every 12 months age 1-2; 3	exams every 12 months age 1-2; 3
	exams every 12 months age 2-3; and 1	exams every 12 months age 2-3; and 1
	exam every 12 months after that age,	exam every 12 months after that age,
	up to age 18; 1 exam per year after age	up to age 18; 1 exam per year after age
	18	18
	High risk Human Papillomavirus (HPV)	High risk Human Papillomavirus (HPV)
	DNA testing for woman age 30 and	DNA testing for woman age 30 and
	older limited to 1 every 36 months	older limited to 1 every 36 months
Well woman GYN exam	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
Well woman GYN exam	Subject to any age and visit limits	Subject to any age and visit limits
limit	provided for in the comprehensive	provided for in the comprehensive
	guidelines supported by the Health	guidelines supported by the Health
	Resources and Services Administration	Resources and Services Administration

### **Prosthetic devices**

Description	In-network	Out-of-network
Prosthetic devices	100% per item, no deductible applies	50% per item after <b>deductible</b>
Limited per year for	\$2,500	\$2,500
medical wigs		

### **Reconstructive surgery and supplies**

Including breast surgery

Description	In-network	Out-of-network
Surgery and supplies	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received

### **Short-term rehabilitation services**

A visit is equal to no more than 1 hour of therapy.

### **Cardiac rehabilitation**

Description	In-network	Out-of-network
Cardiac rehabilitation	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received

**Pulmonary rehabilitation** 

Description	In-network	Out-of-network
Pulmonary rehabilitation	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received

**Cognitive rehabilitation** 

Description	In-network	Out-of-network
Cognitive rehabilitation	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received

Physical, occupational and speech therapies

Description	In-network	Out-of-network
	\$25 then the plan pays 100% per visit,	\$50 then the plan pays 50% per visit
	no <b>deductible</b> applies	after deductible

Physical, occupational and speech therapies

Description	In-network	Out-of-network
Visit limit per year	60	60
Physical, occupational and speech therapies combined In-network and out-of-network combined		

### **Spinal manipulation**

Description	In-network	Out-of-network
	\$25 then the plan pays 100% per visit,	\$50 then the plan pays 50% per visit
	no <b>deductible</b> applies	after deductible

**Skilled nursing facility** 

Description	In-network	Out-of-network
Inpatient services -	100% per admission, no deductible	50% per admission after deductible
room and board	applies	
Other inpatient services and supplies	100% per admission, no <b>deductible</b> applies	50% per admission after <b>deductible</b>

Day limit per year	60	60

### Tests, images and labs – outpatient

### **Diagnostic complex imaging services**

Description	In-network	Out-of-network	
	\$50 then the plan pays 100% per visit,	50% per visit after <b>deductible</b>	
	no deductible applies		

### Diagnostic lab work

Description	In-network	Out-of-network	
	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>	

### Diagnostic x-ray and other radiological services

Description	In-network	Out-of-network	
	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>	

### **Therapies**

### Chemotherapy

Description	In-network	Out-of-network
Chemotherapy services	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received

### Gene-based, cellular and other innovative therapies (GCIT)

Description	In-network (GCIT-designated	Out-of-network	
	facility/provider)	(Including <b>providers</b> who are otherwise	
		part of Aetna's network but are not	
		GCIT-designated facilities/providers)	
Services and supplies	Covered based on type of service and	Not covered	
	where it is received		
Gene therapy products,	\$50 then the plan pays 100%, no	Not covered	
prescription drugs	deductible applies		

### Infusion therapy

Outpatient services

Description	In-network	Out-of-network
In <b>physician</b> office	\$25 then the plan pays 100% per visit,	50% per visit after <b>deductible</b>
	no <b>deductible</b> applies	
At an infusion location	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received
In the home	\$25 then the plan pays 100% per visit,	50% per visit after <b>deductible</b>
	no deductible applies	
At <b>hospital</b> outpatient	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
department		
At facility that is not a	100% per visit, no <b>deductible</b> applies	50% per visit after <b>deductible</b>
hospital		

### **Radiation therapy**

Description	In-network	Out-of-network
Radiation therapy	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received

### **Respiratory therapy**

Description	In-network	Out-of-network
Respiratory therapy	Covered based on type of service and	Covered based on type of service and
	where it is received	where it is received

### **Transplant services**

Description	In-network (IOE facility)	Out-of-network
		(Includes <b>providers</b> who are otherwise
		part of Aetna's network but are non-IOE
		providers)
Inpatient services and	100% per transplant, no deductible	Not covered
supplies	applies	
Physician services	Covered based on type of service and	Not covered
	where it is received	

### **Urgent care services**

At a freestanding facility or **provider** that is not a **hospital** 

A separate urgent care cost share will apply for each visit to an urgent care facility or **provider** 

Description	In-network	Out-of- network
Urgent care facility	\$25 then the plan pays 100% per visit,	\$25 then the plan pays 100% per visit
	no <b>deductible</b> applies	no <b>deductible</b> applies

### Walk-in clinic

Not all preventive care services are available at a **walk-in clinic**. All services are available from a network **physician**.

Description	Designated network	Non-designated network	Out-of-network
Non-emergency services	100% per visit, no	\$25 then the plan pays	50% per visit after
	deductible applies	100% per visit, no	deductible
		deductible applies	
Preventive care	100% per visit, no	100% per visit, no	50% per visit after
immunizations	deductible applies	deductible applies	deductible
Preventive care	Subject to any age and	Subject to any age and	Subject to any age and
immunization limits	frequency limits provided	frequency limits provided	frequency limits provided
	for in the comprehensive	for in the comprehensive	for in the comprehensive
	guidelines supported by	guidelines supported by	guidelines supported by
	the Advisory Committee	the Advisory Committee	the Advisory Committee
	on Immunization	on Immunization Practices	on Immunization
	Practices of the Centers	of the Centers for Disease	Practices of the Centers
	for Disease Control and	Control and Prevention	for Disease Control and
	Prevention		Prevention
		For details, contact your	
	For details, contact your	physician	For details, contact your
	physician		physician
Preventive screening	100% per visit, no	100% per visit, no	50% per visit after
and counseling services	deductible applies	deductible applies	deductible
Preventive screening	See the <i>Preventive care</i>	See the <i>Preventive care</i>	See the <i>Preventive care</i>
and counseling limits	services section of the	services section of the	services section of the
	schedule	schedule	schedule

Description	Designated network	Non-designated network	Out-of-network
Telemedicine consultation for non- emergency services through a walk-in clinic	100% per visit no deductible applies	Covered based on type of service and where it is received	Not covered
Telemedicine consultation for preventive screening and counseling services through a walk-in clinic	100% per visit no deductible applies	100% per visit no deductible applies	Not covered

#### Important note:

**Key terms** 

### Designated network provider

A **network provider** listed in the directory under *Best results for your plan* as a **provider** for your plan.

### Non-designated network provider

A **provider** listed in the directory under the *All other results* tab as a **provider** for your plan. See the *Contact us* section if you have questions.

You will pay less cost share when you use a designated network **walk-in clinic provider**. Non-designated network **walk-in clinic providers** are available to you, but the cost share will be at a higher level when these **providers** are used.

# **Choice POS II medical plan**

### **Booklet**

**Prepared for:** 

Contractholder: Welfare Fund of Local No. One, I.A.T.S.E.

Contract number: MSA-0737355

Plan name: Choice POS II - Tier 3

Booklet: 2

Plan effective date: July 1, 2024 Plan issue date: June 28, 2024

Third Party Administrative Services provided by Aetna Life Insurance Company

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### Welcome

At Aetna®, your health goals lead the way, so we're joining you to put them first. We believe that whatever you decide to do for your health, you can do it with the right support. And no matter where you are on this personal journey, it's our job to enable you to feel the joy of achieving your best health.

Welcome to Aetna.

#### Introduction

This is your booklet. It describes your **covered services** — what they are and how to get them. It also describes how we manage the plan, according to our policies, and applicable laws and regulations. The schedule of benefits tells you how we share expenses for **covered services** and explains any limits. Together, these documents describe the benefits covered by your Welfare Fund of Local No. One, I.A.T.S.E.'s self-funded health benefit plan. Each may have amendments attached to them. These change or add to the document. This booklet takes the place of any others sent to you before.

It's really important that you read the entire booklet and your schedule of benefits.

If your coverage under any part of this plan replaces coverage under another plan, your coverage for benefits provided under the other coverage may reduce benefits paid by this plan. See the *Coordination of benefits* - *Effect of prior plan coverage* section.

If you need help or more information, see the Contact us section below.

#### How we use words

When we use:

- "You" and "your" we mean you and any covered dependents (if your plan allows dependent coverage)
- "Us," "we," and "our" we mean Aetna Life Insurance Company (Aetna)
- Words that are in bold, these are defined in the Glossary section

#### Contact us

For questions about your plan, you can contact us by:

- Calling the toll-free number on your ID card
- Writing us at 151 Farmington Ave, Hartford, CT, 06156
- Visiting https://www.aetna.com to access your member website

Your member website is available 24/7. With your member website, you can:

- See your coverage, benefits and costs
- Print an ID card and various forms
- Find a **provider**, research **providers**, care and treatment options
- View and manage claims
- Find information on health and wellness

#### Your ID card

Show your ID card each time you get **covered services** from a **provider**. Only members on your plan can use your ID card. We will mail you your ID card. If you haven't received it before you need **covered services**, or if you lose it, you can print a temporary one using your member website.

### **Coverage and exclusions**

### **Providing covered services**

Your plan provides covered services. These are:

- Described in this section.
- Not listed as an exclusion in this section or the *General plan exclusions* section.
- Not beyond any limits in the schedule of benefits.
- **Medically necessary**. See the *How your plan works Medical necessity and precertification requirements* section and the *Glossary* for more information.
- Services that are not prohibited by law. See Services not permitted by law in the General plan exclusions section for more information.

This plan provides coverage for many kinds of **covered services**, such as a doctor's care and **hospital stays**, but some services aren't covered at all or are limited. For other services, the plan pays more of the expense. For example:

- **Physician** care generally is covered but **physician** care for cosmetic **surgery** is never covered. This is an exclusion.
- Home health care is generally covered but may only be covered up to a set number of visits per year.
   This is a limitation.
- Your **provider** may recommend services that are considered **experimental or investigational** services. But an **experimental or investigational** service is not covered and is also an exclusion, unless it is recognized as part of an approved clinical trial when you have cancer or a **terminal illness**. See *Clinical trials* in the list of services below.
- Preventive services. Usually the plan pays more, and you pay less. Preventive services are designed to
  help keep you healthy, supporting you in achieving your best health. To find out what these services are,
  see the *Preventive care* section in the list of services below. To find out how much you will pay for these
  services, see *Preventive care* in your schedule of benefits.

Some services require **precertification** from us. For more information see the *How your plan works – Medical necessity and precertification requirements* section.

The **covered services** and exclusions below appear alphabetically to make it easier to find what you're looking for. If a service isn't listed here as a **covered service** or is listed as not covered under a specific service, it still may be covered. If you have questions, ask your **provider** or contact us. You can find out about limitations for **covered services** in the schedule of benefits.

#### **Abortion**

**Covered services** include the following services provided by your **physician**:

 Abortion, including abortion drugs dispensed by a provider (including a telemedicine provider), where permitted by state and local laws.

To obtain a travel and lodging claim form, for assistance in locating a provider, or for detailed information about these covered services, including specific eligibility requirements and limitations, call the toll-free number on your ID card.

#### **Acupuncture**

**Covered services** include manual or electro acupuncture.

The following are not covered services:

Acupressure

#### **Ambulance services**

An ambulance is a vehicle staffed by medical personnel and equipped to transport an ill or injured person.

#### **Emergency**

Covered services include emergency transport to a hospital by a licensed ambulance:

- To the first hospital to provide emergency services
- From one hospital to another if the first hospital can't provide the emergency services you need
- When your condition is unstable and requires medical supervision and rapid transport

#### Non-emergency

Covered services also include precertified transportation to a hospital by a licensed ambulance:

- From a hospital to your home or to another facility if an ambulance is the only safe way to transport you
- From your home to a hospital if an ambulance is the only safe way to transport you; limited to 100 miles
- When during a covered inpatient stay at a hospital, skilled nursing facility or acute rehabilitation hospital, an ambulance is required to safely and adequately transport you to or from inpatient or outpatient treatment

The following are not covered services:

• Ambulance services for routine transportation to receive outpatient or inpatient services

### **Applied behavior analysis**

**Covered services** include applied behavior analysis for a diagnosis of autism spectrum disorder. Applied behavior analysis is a process of applying interventions that:

- Systematically change behavior
- Are responsible for observable improvements in behavior

### Autism spectrum disorder

Autism spectrum disorder is defined in the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders* (DSM) of the American Psychiatric Association.

Covered services include services and supplies provided by a physician or behavioral health provider for:

- The diagnosis and treatment of autism spectrum disorder
- Physical, occupational, and speech therapy associated with the diagnosis of autism spectrum disorder

### Behavioral health

#### Mental health treatment

Covered services include the treatment of mental health disorders provided by a hospital, psychiatric hospital, residential treatment facility, physician, or behavioral health provider including:

- Inpatient room and board at the semi-private room rate (your plan will cover the extra expense of a
  private room when appropriate because of your medical condition), and other services and supplies
  related to your condition that are provided during your stay in a hospital, psychiatric hospital, or
  residential treatment facility
- Outpatient treatment received while not confined as an inpatient in a hospital, psychiatric hospital, or residential treatment facility, including:
  - Office visits to a physician or behavioral health provider such as a psychiatrist, psychologist, social worker, or licensed professional counselor (includes telemedicine consultation)
  - Individual, group, and family therapies for the treatment of mental health disorders
  - Other outpatient mental health treatment such as:
    - Partial hospitalization treatment provided in a facility or program for mental health treatment provided under the direction of a physician
    - o Intensive outpatient program provided in a facility or program for mental health treatment provided under the direction of a **physician**
    - Skilled behavioral health services provided in the home, but only when all of the following criteria are met:
      - You are homebound
      - Your physician orders them
      - The services take the place of a stay in a hospital or a residential treatment facility, or you are unable to receive the same services outside your home
      - The skilled behavioral health care is appropriate for the active treatment of a condition, illness, or disease
    - Electro-convulsive therapy (ECT)
    - Transcranial magnetic stimulation (TMS)
    - Psychological testing
    - Neuropsychological testing
    - Observation
    - Peer counseling support by a peer support specialist (including telemedicine consultation)

### Substance related disorders treatment

Covered services include the treatment of substance related disorders provided by a hospital, psychiatric hospital, residential treatment facility, physician, or behavioral health provider as follows:

- Inpatient **room and board**, at the **semi-private room rate** (your plan will cover the extra expense of a private room when appropriate because of your medical condition), and other services and supplies that are provided during your **stay** in a **hospital**, **psychiatric hospital**, or **residential treatment facility**.
- Outpatient treatment received while not confined as an inpatient in a hospital, psychiatric hospital, or residential treatment facility, including:
  - Office visits to a physician or behavioral health provider such as a psychologist, social worker, or licensed professional counselor (includes telemedicine consultation)
  - Individual, group, and family therapies for the treatment of substance related disorders
  - Other outpatient **substance related disorders** treatment such as:
    - Partial hospitalization treatment provided in a facility or program for treatment of substance related disorders provided under the direction of a physician
    - Intensive outpatient program provided in a facility or program for treatment of substance related disorders provided under the direction of a physician

- Skilled behavioral health services provided in the home, but only when all of the following criteria are met:
  - You are homebound
  - Your physician orders them
  - The services take the place of a stay in a hospital or a residential treatment facility, or you are unable to receive the same services outside your home
  - The skilled behavioral health care is appropriate for the active treatment of a condition, illness, or disease
- Ambulatory or outpatient **detoxification** which includes outpatient services that monitor withdrawal from alcohol or other substances, including administration of medications
- Observation
- Peer counseling support by a peer support specialist (including telemedicine consultation)

#### Behavioral health important note:

A peer support specialist serves as a role model, mentor, coach, and advocate. Peer support must be supervised by a **behavioral health provider**.

#### **Clinical trials**

### **Routine patient costs**

**Covered services** include routine patient costs you have from a **provider** in connection with participation in an approved clinical trial as defined in the federal Public Health Service Act, Section 2709.

The following are not **covered services**:

- Services and supplies related to data collection and record-keeping needed only for the clinical trial
- Services and supplies provided by the trial sponsor for free
- The experimental intervention itself (except Category B investigational devices and promising experimental or investigational interventions for terminal illnesses in certain clinical trials in accordance with our policies)

#### **Experimental or investigational therapies**

**Covered services** include drugs, devices, treatments, or procedures from a **provider** under an "approved clinical trial" only when you have cancer or a **terminal illness**. All of the following conditions must be met:

- Standard therapies have not been effective or are not appropriate
- We determine you may benefit from the treatment

An approved clinical trial is one that meets all of these requirements:

- The Food and Drug Administration (FDA) has approved the drug, device, treatment, or procedure to be investigated or has granted it investigational new drug (IND) or group c/treatment IND status, when this is required
- The clinical trial has been approved by an institutional review board that will oversee it
- The clinical trial is sponsored by the National Cancer Institute (NCI) or similar federal organization and:
  - It conforms to standards of the NCI or other applicable federal organization
  - It takes place at an NCI-designated cancer center or at more than one institution
- You are treated in accordance with the procedures of that study

### Diabetic services, supplies, equipment, and self-care programs

#### Covered services include:

- Services
  - Foot care to minimize the risk of infection
- Supplies
  - Injection devices including syringes, needles and pens
  - Test strips blood glucose, ketone and urine
  - Blood glucose calibration liquid
  - Lancet devices and kits
  - Alcohol swabs
- Equipment
  - External insulin pumps and pump supplies
  - Blood glucose monitors without special features, unless required due to blindness
- Prescribed self-care programs with a health care provider certified in diabetes self-care training

### **Durable medical equipment (DME)**

**Covered services** are DME and the accessories needed to operate it when:

- Made to withstand prolonged use
- Mainly used in the treatment of illness or injury
- Suited for use in the home
- Not normally used by people who do not have an illness or injury
- Not for altering air quality or temperature
- Not for exercise or training

Your plan only covers the same type of DME that Medicare covers. But, there are some DME items Medicare covers that your plan does not.

**Covered services** include the expense of renting or buying DME and accessories you need to operate the item from a DME supplier. If you purchase DME, that purchase is only covered if you need it for long-term use.

#### **Covered services** also include:

- One item of DME for the same or similar purpose
- Repairing DME due to normal wear and tear
- A new DME item you need because your physical condition has changed
- Buying a new DME item to replace one that was damaged due to normal wear, if it would be cheaper than repairing it or renting a similar item

### The following are not covered services:

- Communication aid
- Flevator
- Maintenance and repairs that result from misuse or abuse
- Massage table
- Message device (personal voice recorder)
- Over bed table
- Portable whirlpool pump
- Sauna bath
- Telephone alert system
- Vision aid
- Whirlpool

### **Early intervention**

**Eligible health services** for covered dependents from birth to age 3 who are qualified to participate in the Birthto-Three Program. You must submit proof of the qualification with the initial claim.

These services have to follow a specific individualized family treatment plan, ordered by your physician include:

- Speech therapy given in connection with a speech impairment resulting from a congenital abnormality, disease, or **injury**.
- Occupational or physical therapy expected to result in significant improvement of a body function impaired by a congenital abnormality, disease, or **injury**.
- Clinical psychological tests or treatment in connection with a disease, including a **mental disorder** or an **injury**.
- Skilled nursing services, on a part-time or intermittent basis, given by a R.N. or by a L.P.N.

#### Important note:

See the schedule of benefits for any **deductibles**, **copayments**, and maximum and frequency and age, limits for physical exams that may apply.

### **Emergency services**

When you experience an **emergency medical condition**, you should go to the nearest emergency room. You can also dial 911 or your local emergency response service for medical and ambulance help.

**Covered services** include only outpatient services to evaluate and stabilize an **emergency medical condition** in a **hospital** emergency room. You can get **emergency services** from **network** or **out-of-network providers**.

Your coverage for **emergency services** will continue until the following conditions are met:

- You are evaluated and your condition is stabilized and
- Your attending **physician** determines that you are medically able to travel or be transported, by non-medical or non-emergency transportation, to another **provider** if you need more care

If both of the above conditions are met and you continue to stay in the **hospital** (emergency admission) or receive follow-up care, these are not **emergency services**. Different benefits and requirements apply. Please refer to the *How your plan works – Medical necessity and precertification requirements* section and the *Coverage and exclusions* section that fits your situation (for example, *Hospital care* or *Physician services*). You can also contact us or your **network physician** or **primary care physician** (**PCP**).

#### **Non-emergency services**

If you go to an emergency room for what is not an **emergency medical condition**, the plan may not cover your expenses. See the schedule of benefits for more information.

### **Gender affirming treatment**

**Covered services** include certain services and supplies for gender affirming treatment.

#### Important note:

Visit <a href="https://www.aetna.com/health-care-professionals/clinical-policy-bulletins.html">https://www.aetna.com/health-care-professionals/clinical-policy-bulletins.html</a> for detailed information about this benefit, including eligibility and **medical necessity** requirements. You can also call the toll-free number on your ID card.

### **Habilitation therapy services**

Habilitation therapy services are services needed to keep, learn or improve your skills and functioning for daily living (e.g. therapy for a child who isn't walking or talking at the expected age). The services must follow a specific treatment plan, ordered by your **physician**. The services have to be performed by a:

- Licensed or certified physical, occupational or speech therapist
- · Hospital, skilled nursing facility or hospice facility
- Home health care agency
- Physician

### Outpatient physical, occupational, and speech therapies

#### **Covered services** include:

- Physical therapy if it is expected to develop any impaired function
- Occupational therapy if it is expected to develop any impaired function
- Speech therapy if it is expected to develop speech function that resulted from delayed development (Speech function is the ability to express thoughts, speak words and form sentences)

#### The following are not **covered services**:

- Services provided in an educational or training setting or to teach sign language
- Vocational rehabilitation or employment counseling

### **Hearing aids**

Hearing aid means:

- Any wearable, non-disposable instrument or device designed to aid or make up for impaired hearing
- Parts, attachments, or accessories

#### **Covered services** include prescribed hearing aids and the following hearing aid services:

- Audiometric hearing visit and evaluation for a hearing aid prescription performed by:
  - A physician certified as an otolaryngologist or otologist
  - An audiologist who:
    - o Is legally qualified in audiology
    - Holds a certificate of Clinical Competence in Audiology from the American Speech and Hearing Association in the absence of any licensing requirements
    - Performs the exam at the written direction of a legally qualified otolaryngologist or otologist
- Electronic hearing aids, installed in accordance with a prescription written during a covered hearing exam
- Any other related services necessary to access, select, and adjust or fit a hearing aid

#### The following are not **covered services**:

- Replacement of a hearing aid that is lost, stolen or broken
- Batteries or cords
- A hearing aid that does not meet the specifications prescribed for correction of hearing loss

#### Home health care

**Covered services** include home health care provided by a **home health care agency** in the home, but only when all of the following criteria are met:

- You are homebound
- Your **physician** orders them
- The services take the place of a stay in a hospital or a skilled nursing facility, or you are unable to receive the same services outside your home
- The services are a part of a home health care plan
- The services are skilled nursing services, home health aide services or medical social services, or are short-term speech, physical or occupational therapy
- Home health aide services are provided under the supervision of a registered nurse
- Medical social services are provided by or supervised by a physician or social worker

Skilled nursing services are services provided by a registered nurse or licensed practical nurse within the scope of their license.

If you are discharged from a **hospital** or **skilled nursing facility** after a **stay**, the intermittent requirement may be waived to allow coverage for continuous skilled nursing services. See the schedule of benefits for more information on the intermittent requirement.

Short-term physical, speech, and occupational therapy provided in the home are subject to the same conditions and limitations imposed on therapy provided outside the home. See *Rehabilitation services* and *Habilitation therapy services* in this section and the schedule of benefits.

The following are not covered services:

- Custodial care
- Services provided outside of the home (such as in conjunction with school, vacation, work, or recreational activities)
- Transportation

#### **Hospice** care

**Covered services** include inpatient and outpatient hospice care when given as part of a hospice care program. The types of hospice care services that are eligible for coverage include:

- Room and board
- Services and supplies furnished to you on an inpatient or outpatient basis
- Services by a hospice care agency or hospice care provided in a hospital
- Psychological and dietary counseling
- Pain management and symptom control
- Bereavement counseling
- Respite care

Hospice care services provided by the **providers** below will be covered, even if the **providers** are not an member of the hospice care agency responsible for your care:

- A **physician** for consultation or case management
- A physical or occupational therapist
- A home health care agency for:
  - Physical and occupational therapy
  - Medical supplies
  - Outpatient prescription drugs
  - Psychological counseling
  - Dietary counseling

#### The following are not covered services:

- Funeral arrangements
- Pastoral counseling
- Financial or legal counseling including estate planning and the drafting of a will
- Homemaker services, caretaker services, or any other services not solely related to your care, which may include:
  - Sitter or companion services for you or other family members
  - Transportation
  - Maintenance of the house

### **Hospital care**

**Covered services** include inpatient and outpatient **hospital** care. This includes:

- Semi-private **room and board** (your plan will cover the extra expense of a private room when appropriate because of your medical condition)
- Services and supplies provided by the outpatient department of a hospital, including the facility charge
- Services of **physicians** employed by the **hospital**
- Administration of blood and blood derivatives, but not the expense of the donated blood or blood product

#### The following are not **covered services**:

- All services and supplies provided in:
  - Rest homes
  - Any place considered a person's main residence or providing mainly custodial or rest care
  - Health resorts
  - Spas
  - Schools or camps

### Infertility services

#### **Basic infertility**

Covered services include seeing a provider:

- To diagnose and evaluate the underlying medical cause of infertility.
- To do surgery to treat the underlying medical cause of **infertility**. Examples are endometriosis surgery or, for men, varicocele surgery.

#### **Comprehensive infertility services**

Covered services include the following infertility services provided by an infertility specialist:

- Ovulation induction cycle(s) using medication to stimulate the ovaries. This may include the use of ultrasound and lab tests.
- Artificial insemination, which includes intrauterine (IUI)/intracervical (ICI) insemination.

**Infertility covered services** may include either dollar or cycle limits. Your schedule of benefits will tell you which limits apply to your plan. For plans with cycle limits, a "cycle" is defined as:

- An attempt at ovulation induction while on medication to stimulate the ovaries with or without artificial insemination
- An artificial insemination cycle with or without medication to stimulate the ovaries

#### You are eligible for these covered services if:

- You or your partner have been diagnosed with infertility
- You have met the requirement for the number of months trying to conceive through egg and sperm contact

• Your unmedicated day 3 Follicle Stimulating Hormone (FSH) level and testing of ovarian responsiveness meet the criteria outlined in Aetna's infertility clinical policy

#### **Aetna's National Infertility Unit**

Our National Infertility Unit (NIU) is here to help you. It is staffed by a dedicated team of registered nurses and **infertility** coordinators. They can help you with determining eligibility for benefits and **precertification**. You can call the NIU at 1-800-575-5999.

Your **network provider** will request approval from us in advance for your **infertility** services. If your **provider** is not a **network provider**, you are responsible to request approval from us in advance.

### Infertility services exclusions:

The following are not **covered services**:

- All **infertility** services associated with or in support of an Advanced Reproductive Technology (ART) cycle. These include, but are not limited to:
  - Imaging, laboratory services, and professional services
  - In vitro fertilization (IVF)
  - Zygote intrafallopian transfer (ZIFT)
  - Gamete intrafallopian transfer (GIFT)
  - Cryopreserved embryo transfers
  - Gestational carrier cycles
  - Any related services, products or procedures (such as intracytoplasmic sperm injection (ICSI) or ovum microsurgery).
- Cryopreservation (freezing) and storage of eggs, embryos, sperm, or reproductive tissue.
- Thawing of cryopreserved (frozen) eggs, sperm, or reproductive tissue.
- All charges associated with or in support of surrogacy arrangements for you or the surrogate. A
  surrogate is a female carrying her own genetically related child with the intention of the child being
  raised by someone else, including the biological father.
- Home ovulation prediction kits or home pregnancy tests.
- The purchase of donor embryos, donor eggs or donor sperm.
- Obtaining sperm from a person not covered under this plan.
- **Infertility** treatment when a successful pregnancy could have been obtained through less costly treatment.
- Infertility treatment when either partner has had voluntary sterilization surgery, with or without surgical reversal, regardless of post reversal results. This includes tubal ligation, hysterectomy and vasectomy only if obtained as a form of voluntary sterilization.
- Infertility treatment when infertility is due to a natural physiologic process such as age related ovarian insufficiency (e.g., perimenopause, menopause) as measured by an unmedicated FSH level at or above 19 on cycle day two or three of your menstrual period or other abnormal testing results as outlined in Aetna's infertility clinical policy.
- Treatment for dependent children.
- Injectable infertility medication, including but not limited to menotropins, hCG, and GnRH agonists.

### Jaw joint disorder treatment

Covered services include the diagnosis and surgical treatment of jaw joint disorder by a provider, including:

- The jaw joint itself, such as temporomandibular joint dysfunction (TMJ) syndrome
- The relationship between the jaw joint and related muscle and nerves, such as myofascial pain dysfunction (MPD)

#### The following are not **covered services**:

• Non-surgical medical and dental services, and therapeutic services related to jaw joint disorder

### Maternity and related newborn care

**Covered services** include pregnancy (prenatal) care, care after delivery and obstetrical services. After your child is born, **covered services** include:

- No less than 48 hours of inpatient care in a **hospital** after a vaginal delivery
- No less than 96 hours of inpatient care in a hospital after a cesarean delivery
- A shorter stay, if the attending physician, with the consent of the mother, discharges the mother or newborn earlier

If the mother is discharged earlier, the plan will pay for 1 home visit after delivery by a health care **provider**. **Covered services** also include services and supplies needed for circumcision by a **provider**.

### The following are not **covered services**:

 Any services and supplies related to births that take place in the home or in any other place not licensed to perform deliveries

### **Nutritional support**

For purposes of this benefit, "low protein modified food product" means foods that are specifically formulated to have less than one gram of protein per serving and are intended to be used under the direction of a **physician** for the dietary treatment of any inherited metabolic disease. Low protein modified food products do not include foods that are naturally low in protein.

**Covered services** include formula and low protein modified food products ordered by a **physician** for the treatment of phenylketonuria or an inherited disease of amino and organic acids.

#### The following are not **covered services**:

- Any food item, including:
  - Infant formulas
  - Nutritional supplements
  - Vitamins
  - Medical foods
  - Other nutritional items

# **Obesity surgery and services**

Obesity **surgery** is a type of procedure performed on people who are morbidly obese for the purpose of losing weight. Your **physician** will determine whether you qualify for obesity **surgery**.

#### **Covered services** include:

- An initial medical history and physical exam
- Diagnostic tests given or ordered during the first exam
- An obesity surgical procedure
- A multi-stage procedure when planned and approved by the plan
- Adjustments after an approved lap band procedure, including approved adjustments in an office or outpatient setting

#### The following are not **covered services**:

- Weight management treatment
- Drugs intended to decrease or increase body weight, control weight or treat obesity except as described in the booklet.
- Preventive care services for obesity screening and weight management interventions, regardless of whether there are other related conditions. This includes:

- Drugs, stimulants, preparations, foods or diet supplements, dietary regimens and supplements, food supplements, appetite suppressants and other medications
- Hypnosis, or other forms of therapy
- Exercise programs, exercise equipment, membership to health or fitness clubs, recreational therapy or other forms of activity or activity enhancement

### Oral and maxillofacial treatment (mouth, jaws and teeth)

Covered services include the following when provided by a physician, dentist and hospital:

- Cutting out:
  - Cysts, tumors, or other diseased tissues
- Cutting into gums and tissues of the mouth.
  - Only when not associated with the removal, replacement or repair of teeth

### **Outpatient surgery**

**Covered services** include services provided and supplies used in connection with outpatient **surgery** performed in a **surgery** center or a **hospital's** outpatient department.

#### Important note:

Some surgeries can be done safely in a **physician's** office. For those surgeries, your plan will pay only for **physician**, **PCP** services and not for a separate fee for facilities.

The following are not **covered services**:

- A stay in a hospital (see Hospital care in this section)
- A separate facility charge for **surgery** performed in a **physician's** office
- Services of another **physician** for the administration of a local anesthetic

### **Physician services**

**Covered services** include services by your **physician** to treat an illness or injury. You can get services:

- At the physician's office
- In your home
- In a hospital
- From any other inpatient or outpatient facility
- By way of telemedicine

#### Important note:

For behavioral health services, all in-person, **covered services** with a **behavioral health provider** are also **covered services** if you use **telemedicine** instead.

**Telemedicine** may have a different cost share from other **physician** services. See your schedule of benefits.

Other services and supplies that your **physician** may provide:

- Allergy testing and allergy injections
- Radiological supplies, services, and tests
- Immunizations that are not covered as preventive care

#### **Preventive care**

Preventive **covered services** are designed to help keep you healthy, supporting you in achieving your best health through early detection. If you need further services or testing such as diagnostic testing, you may pay more as these services aren't preventive. If a **covered service** isn't listed here under preventive care, it still may be covered under other **covered services** in this section. For more information, see your schedule of benefits.

The following agencies set forth the preventive care guidelines in this section:

- Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (CDC)
- United States Preventive Services Task Force (USPSTF)
- Health Resources and Services Administration
- American Academy of Pediatrics/Bright Futures/Health Resources and Services Administration guidelines for children and adolescents

These recommendations and guidelines may be updated periodically. When updated, they will apply to this plan. The updates are effective on the first day of the year, one year after the updated recommendation or guideline is issued.

For frequencies and limits, contact your **physician** or us. This information is also available at <a href="https://www.healthcare.gov/">https://www.healthcare.gov/</a>

#### Important note:

Gender-specific preventive care benefits include **covered services** described regardless of the sex you were assigned at birth, your gender identity, or your recorded gender.

### Breast-feeding support and counseling services

**Covered services** include assistance and training in breast-feeding and counseling services during pregnancy or after delivery. Your plan will cover this counseling only when you get it from a certified breast-feeding support **provider**.

#### Breast pump, accessories and supplies

Covered services include renting or buying equipment you need to pump and store breast milk.

Coverage for the purchase of breast pump equipment is limited to one item of equipment, for the same or similar purpose, and the accessories and supplies needed to operate the item. You are responsible for the entire cost of any additional pieces of the same or similar equipment you purchase or rent for personal convenience or mobility.

### **Counseling services**

Covered services include preventive screening and counseling by your health professional for:

- Alcohol or drug misuse
  - Preventive counseling and risk factor reduction intervention
  - Structured assessment
- Genetic risk for breast and ovarian cancer
- Obesity and healthy diet
  - Preventive counseling and risk factor reduction intervention
  - Nutritional counseling
  - Healthy diet counseling provided in connection with hyperlipidemia (high cholesterol) and other known risk factors for cardiovascular and diet-related chronic disease
- Sexually transmitted infection
- Tobacco cessation
  - Preventive counseling to help stop using tobacco products
  - Treatment visits
  - Class visits

#### Family planning services – female contraceptives

Covered services include family planning services as follows:

- Counseling services provided by a **physician** or other **provider** on contraceptive methods. These will be covered when you get them in either a group or individual setting.
- Contraceptive devices (including any related services or supplies) when they are prescribed, provided, administered, or removed by a **health professional**.
- Voluntary sterilization including charges billed separately by the **provider** for female voluntary sterilization procedures and related services and supplies. This also could include tubal ligation and sterilization implants.

#### The following are not preventive **covered services**:

- Services provided as a result of complications resulting from a voluntary sterilization procedure and related follow-up care
- Any contraceptive methods that are only "reviewed" by the FDA and not "approved" by the FDA
- Male contraceptive methods, sterilization procedures or devices

#### **Immunizations**

**Covered services** include preventive immunizations for infectious diseases.

### The following are not preventive **covered services**:

 Immunizations that are not considered preventive care, such as those required due to your employment or travel

#### **Prenatal care**

**Covered services** include your routine pregnancy physical exams at the **physician**, **PCP**, OB, GYN or OB/GYN office. The exams include initial and subsequent visits for:

- Anemia screening
- Blood pressure
- Chlamydia infection screening
- Fetal heart rate check
- Fundal height
- Gestational diabetes screening
- Gonorrhea screening
- Hepatitis B screening
- Maternal weight
- Rh incompatibility screening

### **Routine cancer screenings**

**Covered services** include the following routine cancer screenings:

- Colonoscopies including pre-procedure specialist consultation, removal of polyps during a screening procedure, and a pathology exam on any removed polyp
- Digital rectal exams (DRE)
- Double contrast barium enemas (DCBE)
- Fecal occult blood tests (FOBT)
- Lung cancer screenings
- Mammograms
- Prostate specific antigen (PSA) tests
- Sigmoidoscopies

### **Routine physical exams**

A routine preventive exam is a medical exam given for a reason other than to diagnose or treat a suspected or identified illness or injury and also includes:

- Evidence-based items that have in effect a rating of A or B in the current recommendations of the United States Preventive Services Task Force.
- Services as recommended in the American Academy of Pediatrics/Bright Futures/Health Resources and Services Administration guidelines for children and adolescents.
- Screenings and counseling services as provided for in the comprehensive guidelines recommended by the Health Resources and Services Administration. These services may include but are not limited to:
  - Screening and counseling services on topics such as:
    - o Interpersonal and domestic violence
    - Sexually transmitted diseases
    - o Human immune deficiency virus (HIV) infections
  - High risk human papillomavirus (HPV) DNA testing for women

### Covered services include:

- Office visit to a physician
- Hearing screening
- Vision screening
- Radiological services, lab and other tests
- For covered newborns, an initial hospital checkup

#### Well woman preventive visits

A routine well woman preventive exam is a medical exam given for a reason other than to diagnose or treat a suspected or identified illness or injury and also includes:

- Office visit to a physician, PCP, OB, GYN or OB/GYN for services including Pap smears
- Preventive care breast cancer (BRCA) gene blood testing
- Screening for diabetes after pregnancy for women with a history of diabetes during pregnancy
- Screening for urinary incontinence

### **Prosthetic device**

A prosthetic device is a device that temporarily or permanently replaces all or part of an external body part lost or impaired as a result of illness, injury or congenital defects.

**Covered services** include the initial provision and subsequent replacement of a prosthetic device that your **physician** orders and administers.

#### Coverage includes:

- Instruction and other services (such as attachment or insertion) so you can properly use the device
- Repairing or replacing the original device you outgrow or that is no longer appropriate because your physical condition changed
- Replacements required by ordinary wear and tear or damage
- Wigs

If you receive a prosthetic device as part of another **covered service**, it will not be covered under this benefit.

### The following are not **covered services**:

- Orthopedic shoes and therapeutic shoes, unless the orthopedic shoe is an integral part of a covered leg brace
- Trusses, corsets, and other support items
- Repair and replacement due to loss, misuse, abuse or theft

### **Reconstructive breast surgery and supplies**

**Covered services** include all stages of reconstructive **surgery** by your **provider** and related supplies provided in an inpatient or outpatient setting only in the following circumstances:

- Your **surgery** reconstructs the breast where a necessary mastectomy was performed, such as an implant and areolar reconstruction. It also includes:
  - Surgery on a healthy breast to make it symmetrical with the reconstructed breast
  - Treatment of physical complications of all stages of the mastectomy, including lymphedema
  - Prostheses

### **Reconstructive surgery and supplies**

**Covered services** include all stages of reconstructive **surgery** by your **provider** and related supplies provided in an inpatient or outpatient setting only in the following circumstances:

- Your **surgery** is to implant or attach a covered prosthetic device.
- Your surgery corrects a gross anatomical defect present at birth. The surgery will be covered if:
  - The defect results in severe facial disfigurement or major functional impairment of a body part
  - The purpose of the **surgery** is to improve function
- Your surgery is needed because treatment of your illness resulted in severe facial disfigurement or major functional impairment of a body part, and your surgery will improve function.

**Covered services** also include the procedures or **surgery** to sound natural teeth injured due to an accident and performed as soon as medically possible, when:

- The teeth were stable, functional and free from decay or disease at the time of the injury.
- The surgery or procedure returns the injured teeth to how they functioned before the accident.

These dental related services are limited to:

- The first placement of a permanent crown or cap to repair a broken tooth
- The first placement of dentures or bridgework to replace lost teeth
- Orthodontic therapy to pre-position teeth

# Short-term cardiac and pulmonary rehabilitation services

#### Cardiac rehabilitation

**Covered services** include cardiac rehabilitation services you receive at a **hospital**, **skilled nursing facility** or **physician's** office, but only if those services are part of a treatment plan determined by your risk level and ordered by your **physician**.

### **Pulmonary rehabilitation**

**Covered services** include pulmonary rehabilitation services as part of your inpatient **hospital stay** if they are part of a treatment plan ordered by your **physician**. A course of outpatient pulmonary rehabilitation may also be covered if it is performed at a **hospital**, **skilled nursing facility**, or **physician's** office, is used to treat reversible pulmonary disease states, and is part of a treatment plan ordered by your **physician**.

### **Short-term rehabilitation services**

Short-term rehabilitation services are services needed to restore or develop your skills and functioning for daily living. The services must follow a specific treatment plan, ordered by your **physician**. The services have to be performed by a:

- Licensed or certified physical, occupational, or speech therapist
- Hospital, skilled nursing facility, or hospice facility
- Home health care agency
- Physician

#### Covered services include:

• Spinal manipulation to correct a muscular or skeletal problem. Your **provider** must establish or approve a treatment plan that details the treatment and specifies frequency and duration.

# Cognitive rehabilitation, physical, occupational, and speech therapy Covered services include:

- Physical therapy, but only if it is expected to significantly improve or restore physical functions lost as a result of an acute illness, injury, or **surgical procedure**
- Occupational therapy, but only if it is expected to do one of the following:
  - Significantly improve, develop, or restore physical functions you lost as a result of an acute illness, injury, or surgical procedure
  - Help you relearn skills so you can significantly improve your ability to perform the activities of daily living on your own
- Speech therapy, but only if it is expected to do one of the following:
  - Significantly improve or restore lost speech function or correct a speech impairment resulting from an acute illness, injury, or surgical procedure
  - Improve delays in speech function development caused by a gross anatomical defect present at birth (Speech function is the ability to express thoughts, speak words and form sentences. Speech impairment is difficulty with expressing one's thoughts with spoken words.)
- Cognitive rehabilitation associated with physical rehabilitation, but only when:
  - Your cognitive deficits are caused by neurologic impairment due to trauma, stroke, or encephalopathy
  - The therapy is coordinated with us as part of a treatment plan intended to restore previous cognitive function

Short-term physical, speech and occupational therapy services provided in an outpatient setting are subject to the same conditions and limitations for outpatient short-term rehabilitation services. See the *Short-term rehabilitation services* section in the schedule of benefits.

#### The following are not **covered services**:

- Services provided in an educational or training setting or to teach sign language
- Vocational rehabilitation or employment counseling

# Skilled nursing facility

Covered services include precertified inpatient skilled nursing facility care. This includes:

- Room and board, up to the semi-private room rate
- Services and supplies provided during a stay in a skilled nursing facility

### **Specialty prescription drugs**

**Covered services** include **specialty prescription drugs** when they are:

- Purchased by your **provider**
- Injected or infused by your **provider** in an outpatient setting such as:
  - A freestanding outpatient facility
  - The outpatient department of a hospital
  - A **physician** in the office
  - A home care provider in your home

### **Telemedicine**

**Covered services** include **telemedicine** consultations when provided by a **physician**, **specialist**, **behavioral health provider** or other **telemedicine provider** acting within the scope of their license.

**Covered services** for **telemedicine** consultations are available from a number of different kinds of **providers** under your plan. Log in to your member website at <a href="https://www.aetna.com/">https://www.aetna.com/</a> to review our **telemedicine provider** listing and contact us to get more information about your options, including specific cost sharing amounts.

The following are not covered services:

- Telephone calls
- **Telemedicine** kiosks
- Electronic vital signs monitoring or exchanges (e.g. Tele-ICU, Tele-stroke)

### Tests, images and labs - outpatient

### Diagnostic complex imaging services

Covered services include:

- Computed tomography (CT) scans, including for preoperative testing
- Magnetic resonance imaging (MRI) including magnetic resonance spectroscopy (MRS), magnetic resonance venography (MRV) and magnetic resonance angiogram (MRA)
- Nuclear medicine imaging including positron emission tomography (PET) scans
- Other imaging service where the billed charge exceeds \$500

Complex imaging for preoperative testing is covered under this benefit.

### Diagnostic lab work

**Covered services** include:

- Lab
- Pathology
- Other tests

These are covered only when you get them from a licensed radiology provider or lab.

### Diagnostic x-ray and other radiological services

**Covered services** include x-rays, scans and other services (but not complex imaging) only when you get them from a licensed radiology **provider**. See *Diagnostic complex imaging services* above for more information.

### Therapies – chemotherapy, GCIT, infusion, radiation

### Chemotherapy

**Covered services** for chemotherapy depend on where treatment is received. In most cases, chemotherapy is covered as outpatient care. However, your **hospital** benefit covers the initial dose of chemotherapy after a cancer diagnosis during a **hospital stay**.

### Gene-based, cellular and other innovative therapies (GCIT)

**Covered services** include GCIT provided by a **physician**, **hospital** or other **provider**.

### GCIT covered services include:

- Cellular immunotherapies.
- Genetically modified oncolytic viral therapy.
- Other types of cells and tissues from and for use by the same person (autologous) and cells and tissues from one person for use by another person (allogenic) for certain therapeutic conditions.

- Human gene-based therapy that seeks to change the usual function of a gene or alter the biologic properties of living cells for therapeutic use. Examples include therapies using:
  - Luxturna<sup>®</sup> (Voretigene neparvovec)
  - Zolgensma® (Onasemnogene abeparvovec-xioi)
  - Spinraza® (Nusinersen)
- Products derived from gene editing technologies, including CRISPR-Cas9.
- Oligonucleotide-based therapies. Examples include:
  - Antisense. An example is Spinraza.
  - siRNA.
  - mRNA.
  - microRNA therapies.

### Facilities/provider for gene-based, cellular and other innovative therapies

We designate facilities to provide GCIT services or procedures. GCIT **physicians**, **hospitals** and other **providers** are GCIT-designated facilities/**providers** for Aetna and CVS Health.

#### Important note:

You must get GCIT **covered services** from the GCIT-designated facility/**provider**. If there are no GCIT-designated facilities/**providers** assigned in your network, it's important that you contact us so we can help you determine if there are other facilities that may meet your needs. If you do not get your GCIT services at the facility/**provider** we designate, they will not be **covered services**.

The following are not covered services unless you receive prior written approval from us:

- GCIT services received at a facility or with a provider that is not a GCIT-designated facility/provider
- All associated services when GCIT services are not covered. Examples include infusion, laboratory, radiology, anesthesia, and nursing services.

Please refer to the *How your plan works – Medical necessity and precertification requirements* section.

#### **Key Terms**

To help you understand this section, here are some key terms we use.

#### Cellular

Relating to or consisting of living cells.

#### **GCIT**

Any Services that are:

- Gene-based
- Cellular and innovative therapeutics

We call these "GCIT services".

They have a basis in genetic/molecular medicine and are not covered under the Institutes of Excellence™ (IOE) programs.

#### Gene

A unit of heredity which is transferred from a parent to child and is thought to determine some feature of the child.

### Molecular

Relating to or consisting of molecules. A molecule is a group of atoms bonded together, making the smallest vital unit of a chemical compound that can take part in a chemical reaction.

#### **Therapeutic**

A treatment, therapy, or drug meant to have a good effect on the body or mind; adding to a sense of well-being.

#### Infusion therapy

Infusion therapy is the intravenous (IV) administration of prescribed medications or solutions.

Covered services include infusion therapy you receive in an outpatient setting including but not limited to:

- A freestanding outpatient facility
- The outpatient department of a hospital
- A physician's office
- Your home from a home care **provider**

You can access the list of preferred infusion locations by contacting us.

When Infusion therapy services and supplies are provided in your home, they will not count toward any applicable home health care maximums.

#### Radiation therapy

**Covered services** include the following radiology services provided by a **health professional**:

- Accelerated particles
- Gamma ray
- Mesons
- Neutrons
- Radioactive isotopes
- Radiological services
- Radium

### **Transplant services**

**Covered services** include transplant services provided by a **physician** and **hospital**.

This includes the following transplant types:

- Solid organ
- Hematopoietic stem cell
- Bone marrow
- CAR-T and T Cell receptor therapy for FDA-approved treatments
- Thymus tissue for FDA-approved treatments

#### **Covered services** also include:

- Travel and lodging expenses
  - If you are working with an IOE facility that is 100 or more miles away from where you live, travel and lodging expenses are covered services for you and a companion, to travel between home and the IOE facility
  - Coach class air fare, train or bus travel are examples of covered services

#### **Network of transplant facilities**

We designate facilities to provide specific services or procedures. They are listed as IOE facilities in your **provider** directory.

You must get transplant services from the IOE facility we designate to perform the transplant you need.

Transplant services received from an IOE facility are subject to the network **copayment**, **payment percentage**, **deductible**, **maximum out-of-pocket** and limits, unless stated differently in this booklet and schedule of benefits.

### Important note:

If there are no IOE facilities assigned to perform your transplant type in your network, it's important that you contact us so we can help you determine if there are other facilities that may meet your needs. If you don't get your transplant services at the facility we designate, they will not be **covered services**.

Many pre and post transplant medical services, even routine ones, are related to and may affect the success of your transplant. If your transplant care is being coordinated by the National Medical Excellence® (NME) program, all medical services must be managed through NME so that you receive the highest level of benefits at the appropriate facility. This is true even if the **covered service** is not directly related to your transplant.

#### The following are not covered services:

- Services and supplies furnished to a donor when the recipient is not a covered person
- Harvesting and storage of organs, without intending to use them for immediate transplantation for your existing illness
- Harvesting and/or storage of bone marrow, hematopoietic stem cells, or other blood cells without intending to use them for transplantation within 12 months from harvesting, for an existing illness

### **Travel and Lodging**

If the following **covered services** are not available from a **network provider** within 100 miles of your home, certain travel and lodging expenses are covered under the plan.

- Pregnancy Termination
- Infertility Services
- Gender Affirming Treatment

The plan covers U.S. domestic travel and lodging expenses for you and one companion, to travel from your home to receive **Pregnancy Termination** services (surgical or medication induced) from any provider, and **Infertility Services** and **Gender Affirming Treatment** (surgery and/or hormone-related medication) from a **network provider.** Coach class air fare, train or bus travel are examples of covered services.

- The maximum lodging benefit is \$50 per person per night, up to a to total maximum lodging benefit of \$100.
- Total maximum travel and lodging benefit is \$5,000 per year.

To be eligible for travel and lodging reimbursement, Aetna Member Services must first confirm a network provider is not available within 100 miles of your home and a travel and lodging claim form must be completed. To obtain this confirmation and the travel and lodging claim form, and for detailed information about these covered services, including specific eligibility requirements and any limitations, contact Member Services at the toll-free number on your ID card. Receipt of prior confirmation from Member Services is not required to receive travel and lodging benefits for abortion services, however Member Services can still assist you with locating a provider.

### **Urgent care services**

**Covered services** include services and supplies to treat an urgent condition at an urgent care center. An urgent condition is an illness or injury that requires prompt medical attention but is not a life-threatening **emergency medical condition**. An urgent care center is a facility licensed as a freestanding medical facility to treat urgent conditions.

If you need care for an urgent condition, you should first seek care through your **physician**, **PCP**. If your **physician** is not reasonably available, you may access urgent care from an urgent care center.

### Walk-in clinic

**Covered services** include, but are not limited to, health care services provided through a walk-in clinic for:

- Scheduled and unscheduled visits for illnesses and injuries that are not emergency medical conditions
- Preventive care immunizations administered within the scope of the clinic's license
- **Telemedicine** consultation
- Individual screening and counseling services that will help you:
  - With obesity or healthy diet
  - To stop using tobacco products

# **General plan exclusions**

The following are not **covered services** under your plan:

### Behavioral health treatment

Services for the following based on categories, conditions, diagnoses or equivalent terms as listed in the most recent version of the *Diagnostic and Statistical Manual of Mental Disorders* (DSM) of the American Psychiatric Association:

- School and/or education service, including special education, remedial education, wilderness treatment programs, or any such related or similar programs
- Services provided in conjunction with school, vocation, work or recreational activities
- Transportation

### Blood, blood plasma, synthetic blood, blood derivatives or substitutes

Examples of these are:

- The provision of donated blood to the **hospital**, other than blood derived clotting factors
- Any related services for donated blood including processing, storage or replacement expenses
- The service of blood donors, including yourself, apheresis or plasmapheresis
- The blood you donate for your own use, excluding administration and processing expenses and except where described in the *Coverage and exclusions*, *Transplant services* section

### Cosmetic services and plastic surgery

Any treatment, **surgery** (cosmetic or plastic), service or supply to alter, improve or enhance the shape or appearance of the body, except where described in the *Coverage and exclusions* section

#### Cost share waived

Any cost for a service when any **out-of-network provider** waives all or part of your **copayment**, **payment percentage**, **deductible**, or any other amount

### **Court-ordered services and supplies**

This includes court-ordered services and supplies, or those required as a condition of parole, probation, release or because of any legal proceeding, unless they are a **covered service** under your plan

### **Custodial care**

Services and supplies meant to help you with activities of daily living or other personal needs. Examples of these are:

- Routine patient care such as changing dressings, periodic turning and positioning in bed
- Administering oral medications
- Care of stable tracheostomy (including intermittent suctioning)
- Care of a stable colostomy/ileostomy
- Care of stable gastrostomy/jejunostomy/nasogastric tube (intermittent or continuous) feedings
- Care of a bladder catheter, including emptying or changing containers and clamping tubing
- Watching or protecting you
- Respite care, adult or child day care, or convalescent care
- Institutional care, including room and board for rest cures, adult day care and convalescent care
- Help with walking, grooming, bathing, dressing, getting in or out of bed, going to the bathroom, eating, or preparing foods
- Any other services that a person without medical or paramedical training could be trained to perform
- For behavioral health (mental health treatment and substance related disorder treatment):

- Services provided when you have reached the greatest level of function expected with the current level of care, for a specific diagnosis
- Services given mainly to:
  - o Maintain, not improve, a level of function
  - Provide a place free from conditions that could make your physical or mental state worse

### **Dental services**

The following are not covered services:

- Services normally covered under a dental plan
- Dental implants

### **Educational services**

Examples of these are:

- Any service or supply for education, training or retraining services or testing. This includes:
  - Special education
  - Remedial education
  - Wilderness treatment programs (whether or not the program is part of a residential treatment facility or otherwise licensed institution)
  - Job training
  - Job hardening programs
- Educational services, schooling or any such related or similar program, including therapeutic programs within a school setting.

### **Examinations**

Any health or dental examinations needed:

- Because a third party requires the exam. Examples include examinations to get or keep a job, and examinations required under a labor agreement or other contract.
- To buy coverage or to get or keep a license.
- To travel.
- To go to a school, camp, sporting event, or to join in a sport or other recreational activity.

# **Experimental or investigational**

**Experimental or investigational** drugs, devices, treatments or procedures unless otherwise covered under clinical trials

#### Foot care

Routine services and supplies for the following:

- Routine pedicure services, such as routine cutting of nails, when there is no illness or injury in the nails
- Supplies (including orthopedic shoes), ankle braces, guards, protectors, creams, ointments and other equipment, devices and supplies
- Treatment of calluses, bunions, toenails, hammertoes or fallen arches
- Treatment of weak feet, chronic foot pain or conditions caused by routine activities, such as walking, running, working, or wearing shoes

### **Foot orthotic devices**

Foot orthotics or other devices to support the feet, such as arch supports and shoe inserts, unless required for the treatment of or to prevent complications of diabetes

### Gene-based, cellular and other innovative therapies (GCIT)

The following are not **covered services** unless you receive prior written approval from us:

- GCIT services received at a facility or with a provider that is not a GCIT-designated facility/provider.
- All associated services when GCIT services are not covered. Examples include:
  - Infusion
  - Lab
  - Radiology
  - Anesthesia
  - Nursing services

See the How your plan works – Medical necessity and precertification requirements section.

### **Growth/height care**

- A treatment, device, drug, service or supply to increase or decrease height or alter the rate of growth
- Surgical procedures, devices and growth hormones to stimulate growth

### **Hearing exams**

Hearing exams performed for the evaluation and treatment of illness, injury or hearing loss

### **Maintenance care**

Care made up of services and supplies that maintain, rather than improve, a level of physical or mental function, except for habilitation therapy services

### Medical supplies – outpatient disposable

Any outpatient disposable supply or device. Examples of these include:

- Sheaths
- Bags
- Elastic garments
- Support hose
- Bandages
- Bedpans
- Home test kits not related to diabetic testing
- Splints
- Neck braces
- Compresses
- Other devices not intended for reuse by another patient

### Missed appointments

Any cost resulting from a canceled or missed appointment

# **Nutritional support**

Any food item, including:

- Infant formulas
- Nutritional supplements
- Vitamins
- Prescription vitamins
- Medical foods
- Other nutritional items

### Other non-covered services

- Services you have no legal obligation to pay
- Services that would not otherwise be charged if you did not have the coverage under the plan

### Other primary payer

Payment for a portion of the charges that Medicare or another party is responsible for as the primary payer

### Personal care, comfort or convenience items

Any service or supply primarily for your convenience and personal comfort or that of a third party

### Prescription or non-prescription drugs and medicines – outpatient

- Outpatient **prescription** or non-**prescription** drugs and medicines
- Specialty prescription drugs except as stated in the Coverage and exclusions section

### Routine exams and preventive services and supplies

Routine physical exams, routine eye exams, routine dental exams, routine hearing exams and other preventive services and supplies, except as specifically provided in the *Coverage and exclusions* section

### Services not permitted by law

Some laws restrict the range of health care services a **provider** may perform under certain circumstances or in a particular state. When this happens, the services are not covered by the plan.

Note that in some cases the plan may provide travel benefits for services affected by this exclusion. For detailed information about these excluded services, call the toll-free number on your ID card.

### Services provided by a family member

Services provided by a spouse, civil union partner, domestic partner, parent, child, stepchild, brother, sister, inlaw, or any household member

# Services, supplies and drugs received outside of the United States

Non-emergency medical services, outpatient **prescription** drugs or supplies received outside of the United States. They are not covered even if they are covered in the United States under this booklet.

### Sexual dysfunction and enhancement

Any treatment, **prescription** drug, or supply to treat sexual dysfunction, enhance sexual performance or increase sexual desire, including:

- **Surgery**, **prescription** drugs, implants, devices or preparations to correct or enhance erectile function, enhance sensitivity or alter the shape of a sex organ
- Sex therapy, sex counseling, marriage counseling, or other counseling or advisory services

### Strength and performance

Services, devices and supplies such as drugs or preparations designed primarily to enhance your strength, physical condition, endurance or physical performance

### Therapies and tests

- Full body CT scans
- Hair analysis
- Hypnosis and hypnotherapy
- Massage therapy, except when used for physical therapy treatment
- Sensory or hearing and sound integration therapy

### **Tobacco cessation**

Any treatment, drug, service or supply to stop or reduce smoking or the use of other tobacco products or to treat or reduce nicotine addiction, dependence or cravings, including, medications, nicotine patches and gum unless recommended by the United States Preventive Services Task Force (USPSTF). This also includes:

- Counseling, except as specifically provided in the Coverage and exclusions section
- Hypnosis and other therapies
- Medications, except as specifically provided in the Coverage and exclusions section
- Nicotine patches
- Gum

### Treatment in a federal, state, or governmental entity

Any care in a **hospital** or other facility owned or operated by any federal, state or other governmental entity unless coverage is required by applicable laws

### **Voluntary sterilization**

Reversal of voluntary sterilization procedures, including related follow-up care

### Wilderness treatment programs

See Educational services in this section

# Work related illness or injuries

Coverage available to you under workers' compensation or a similar program under local, state or federal law for any illness or injury related to employment or self-employment

### Important note:

A source of coverage or reimbursement is considered available to you even if you waived your right to payment from that source. You may also be covered under a workers' compensation law or similar law. If you submit proof that you are not covered for a particular illness or injury under such law, then that illness or injury will be considered "non-occupational" regardless of cause.

# How your plan works

### How your medical plan works while you are covered in-network

Your in-network coverage helps you get and pay for a lot of, but not all, health care services. Your cost share is lower when you use a **network provider**.

#### **Providers**

Our **provider network** is there to give you the care you need. You can find **network providers** and see important information about them by logging in to your member website. There you'll find our online provider directory. You may also contact us to ask for a copy of the directory. We update the online directory regularly, but the listings can change. Before you get care, we suggest that you call us for current information or to make sure that your provider, their office location or their provider group is in the network. See the Contact us section for more information.

You may choose a **PCP** to oversee your care. Your **PCP** will provide routine care and send you to other **providers** when you need specialized care. You don't have to get care through your **PCP**. You may go directly to **network providers**. Your plan may pay a bigger share for **covered services** you get through your **PCP**, so choose a **PCP** as soon as you can.

For more information about the network and the role of your PCP, see the Who provides the care section.

### How your medical plan works while you are covered out-of-network

With your out-of-network coverage:

- You can get care from providers who are not part of the Aetna network and from network providers without a PCP referral
- You may have to pay the full cost for your care, and then submit a claim to be reimbursed
- You are responsible to get any required **precertification**
- Your cost share will be higher

### Who provides the care

### **Network providers**

We have contracted with **providers** to provide **covered services** to you. These **providers** make up the network for your plan.

To get network benefits, you must use **network providers**. There are some exceptions:

- **Emergency services** see the description of **emergency services** in the *Coverage and exclusions* section.
- Urgent care see the description of urgent care in the *Coverage and exclusions* section.
- Transplants see the description of transplant services in the *Coverage and exclusions* section.

You may select a **network provider** from the online directory through your member website.

You will not have to submit claims for services received from **network providers**. Your **network provider** will take care of that for you. And we will pay the **network provider** directly for what the plan owes.

#### **Your PCP**

We encourage you to get **covered services** through a **PCP**. They will provide you with primary care.

### How you choose your PCP

You can choose a **PCP** from the list of **PCP**s in our directory. Each covered family member is encouraged to select a **PCP**. You may each choose a different **PCP**. You should select a **PCP** for your covered dependent if they are a minor or cannot choose a **PCP** on their own.

### What your PCP will do for you

Your **PCP** will coordinate your medical care or may provide treatment. They may send you to other **network providers**.

### **Changing your PCP**

You may change your **PCP** at any time by contacting us.

### **Out-of-network providers**

You can also get care from **out-of-network providers**. When you use an **out-of-network provider**, your cost share is higher. You are responsible for:

- Your out-of-network deductible
- Your out-of-network coinsurance
- Any charges over the recognized charge
- Submitting your own claims and getting precertification

### Keeping a provider or facility you go to now (continuity of care)

You may have to find a new **provider** when:

- You join the plan and the **provider** or facility you have now is not in the network
- You are already an Aetna member and your **provider** or facility stops being in our network

However, in some cases, you may be able to keep going to your current **provider** or facility to complete a treatment or to have treatment that was already scheduled at the in-network cost sharing levels for up to 90 days of the **provider** or facility ceasing to be in our network. This is called continuity of care. If we know you are under an active treatment plan, we will notify you of the **provider's** or facility's contract termination and how you can submit a request to keep going to your current **provider** or facility. Contact us for additional information.

### Medical necessity and precertification requirements

Your plan pays for its share of the expense for **covered services** only if the general requirements are met. They are:

- The service is **medically necessary**
- For in-network benefits, you get the service from a network provider
- You or your **provider precertifies** the service when required

### Medically necessary, medical necessity

The **medical necessity** requirements are in the *Glossary* section, where we define "**medically necessary**, **medical necessity**." That is where we also explain what our medical directors or a **physician** they assign consider when determining if a service is **medically necessary**.

#### Important note:

We cover medically necessary, sex-specific covered services regardless of identified gender.

#### Precertification

You need pre-approval from us for some **covered services**. Pre-approval is also called **precertification**.

#### In-network

Your network **physician** is responsible for obtaining any necessary **precertification** before you get the care. **Network providers** cannot bill you if they fail to ask us for **precertification**. But if your **physician** requests **precertification** and we deny it, and you still choose to get the care, you will have to pay for it yourself.

#### **Out-of-network**

When you go to an **out-of-network provider**, you are responsible to get any required **precertification** from us. If you don't **precertify**:

- Your benefits may be reduced, or the plan may not pay. See your schedule of benefits for details.
- You will be responsible for the unpaid bills.
- Your additional out-of-pocket expenses will not count toward your **deductible** or **maximum out-of-pocket limit**, if you have any.

Timeframes for **precertification** are listed below. For **emergency services**, **precertification** is not required, but you should notify us as shown.

To obtain precertification, contact us. You, your physician or the facility must call us within these timelines:

Type of care	Timeframe	
Non-emergency admission	Call at least 14 days before the date you are	
	scheduled to be admitted	
Emergency admission	Call within 48 hours or as soon as reasonably	
	possible after you have been admitted	
Urgent admission	Call before you are scheduled to be admitted	
Outpatient non-emergency medical services	Call at least 14 days before the care is provided,	
	or the treatment or procedure is scheduled	

An urgent admission is a **hospital** admission by a **physician** due to the onset of or change in an illness, the diagnosis of an illness, or injury.

We will tell you and your **physician** in writing of the **precertification** decision, where required by state law. An approval is valid for 180 days as long as you remain enrolled in the plan.

For an inpatient **stay** in a facility, we will tell you, your **physician** and the facility about your **precertified** length of **stay**. If your **physician** recommends that you stay longer, the extra days will need to be **precertified**. You, your **physician**, or the facility will need to call us as soon as reasonably possible, but no later than the final authorized day. We will tell you and your **physician** in writing of an approval or denial of the extra days.

If you or your **provider** request **precertification** and we don't approve coverage, we will tell you why and explain how you or your **provider** may request review of our decision. See the *Complaints, claim decisions and appeal procedures* section.

### Types of services that require precertification

**Precertification** is required for inpatient stays and certain outpatient services and supplies.

**Precertification** is required for the following types of services and supplies:

#### Inpatient -

- Gender affirming treatment
- Gene-based, cellular and other innovative therapies (GCIT)
- Obesity (bariatric) surgery
- **Stays** in a **hospice** facility
- Stays in a hospital

- Stays in a rehabilitation facility
- Stays in a residential treatment facility for treatment of mental health disorders and substance related disorders
- Stays in a skilled nursing facility

#### Outpatient -

- Applied behavior analysis
- ART services
- Complex imaging
- Comprehensive infertility services
- Cosmetic and reconstructive surgery
- Gender affirming treatment
- Gene-based, cellular and other innovative therapies (GCIT)
- Home health care
- Hospice care
- Injectables, (immunoglobulins, growth hormones, multiple sclerosis medications, osteoporosis medications, Botox, hepatitis C medications)
- Kidney dialysis
- Knee surgery
- Non-emergency transportation by airplane
- Obesity (bariatric) surgery
- Outpatient back surgery not performed in a physician's office
- Partial hospitalization treatment mental health disorders and substance related disorders treatment
- Private duty nursing services
- Sleep studies
- Transcranial magnetic stimulation (TMS)
- Wrist surgery

Contact us to get a complete list of the services that require **precertification**. The list may change from time to time.

Sometimes you or your **provider** may want us to review a service that doesn't require **precertification** before you get care. This is called a predetermination, and it is different from **precertification**. Predetermination means that you or your **provider** requests the pre-service clinical review of a service that does not require **precertification**.

Our clinical policy bulletins explain our policy for specific services and supplies. We use these bulletins and other resources to help guide individualized coverage decisions under our plans. You can find the bulletins and other information at <a href="https://www.aetna.com/health-care-professionals/clinical-policy-bulletins.html">https://www.aetna.com/health-care-professionals/clinical-policy-bulletins.html</a>.

### What the plan pays and what you pay

Who pays for your **covered services** – this plan, both of us, or just you? That depends.

#### The general rule

The schedule of benefits lists what you pay for each type of **covered service**. In general, this is how your benefit works:

- You pay the **deductible**, when it applies.
- Then the plan and you share the expense. Your share is called a copayment or payment percentage.
- Then the plan pays the entire expense after you reach your maximum out-of-pocket limit.

When we say "expense" in this general rule, we mean the **negotiated charge** for a **network provider**, and **recognized charge** for an **out-of-network provider**.

### **Negotiated charge**

For health coverage:

This is the amount a **network provider** has agreed to accept or that we have agreed to pay them or a third party vendor (including any administrative fee in the amount paid).

For surprise bills, calculations will be made based on the median contracted rate.

We may enter into arrangements with **network providers** or others related to:

- The coordination of care for members
- Improving clinical outcomes and efficiencies

Some of these arrangements are called:

- Value-based contracting
- Risk sharing
- Accountable care arrangements

These arrangements will not change the **negotiated charge** under this plan.

### **Recognized charge**

### **Voluntary Services**

The amount of an **out-of-network provider's** charge that is eligible for coverage. You may be responsible for all amounts above what is eligible for coverage. However, there are some types of claims for which a provider may not bill you for amounts above what is eligible for coverage (see *Involuntary Services and Surprise Bills* for more information).

If your ID card displays the National Advantage Program (NAP) logo your cost may be lower when you get care from a NAP **provider** for whom we access NAP rates. Through NAP, the **recognized charge** is determined as follows:

- If your service was received from a NAP provider, a pre-negotiated charge may be paid. NAP providers are out-of-network providers that have contracts with Aetna, directly or through third-party vendors, that include a pre-negotiated charge for services. NAP providers are not network providers. (At times Aetna may choose to terminate specific providers from NAP and will notify the provider of such a decision).
- If your service was not received from a NAP **provider**, a claim specific rate or discount may be negotiated by Aetna or a third-party vendor.

If your claim is not paid as outlined above, the **recognized charge** for specific services or supplies will be the **out-of-network plan rate**, calculated in accordance with the following:

Service or Supply	Out-of-Network Plan Rate
Professional services*	150% of the Medicare allowed rate
Inpatient and outpatient charges of hospitals*	150% of the Medicare allowed rate
Inpatient and outpatient charges of facilities	
other than hospitals*	

<sup>\*</sup>Involuntary services are not paid as outlined above. See Involuntary Services and Surprise Bills for information on how these claims are paid under the plan.

**Important note**: If the **provider** bills less than the amount calculated using the **out-of-network plan rate** described above, the **recognized charge** is what the **provider** bills.

In the event you receive a balance bill from a **provider** for your out-of-network service, Patient Advocacy Services may be available to assist you in certain circumstances. If Patient Advocacy Services are available for your claim, additional information will be provided to you.

If NAP does not apply to you, the **recognized charge** for specific services or supplies will be the out-of-network plan rate set forth in the above chart.

The out-of-network plan rate does not apply to involuntary services. See *Involuntary Services and Surprise Bills* for more information.

### Special terms used

- Geographic area is normally based on the first three digits of the U.S. Postal Service zip codes. If we determine we need more data for a particular service or supply, we may base rates on a wider geographic area such as an entire state.
- Medicare allowed rates are the rates CMS establishes for services and supplies provided to Medicare
  enrollees. We update our systems with these revised rates within 180 days of receiving them from CMS. If
  Medicare does not have a rate, we use one or more of the items below to determine the rate:
  - The method CMS uses to set Medicare rates
  - What other **providers** charge or accept as payment
  - How much work it takes to perform a service
  - Other things as needed to decide what rate is reasonable for a particular service or supply

#### We may make the following exceptions:

- For inpatient services, our rate may exclude amounts CMS allows for Operating Indirect Medical Education (IME) and Direct Graduate Medical Education (DGME).
- Our rate may also exclude other payments that CMS may make directly to hospitals or other providers. It also may exclude any backdated adjustments made by CMS.
- For anesthesia, our rate is 105% of the rates CMS establishes for those services or supplies.
- For laboratory, our rate is 75% of the rates CMS establishes for those services or supplies.
- For **DME**, our rate is 75% of the rates CMS establishes for those services or supplies.
- For medications payable/covered as medical benefits rather than prescription drug benefits, our rate is 100% of the rates CMS establishes for those medications.

When the **recognized charge** is based on a percentage of the Medicare allowed rate, it is not affected by adjustments or incentives given to **providers** under Medicare programs.

### Our reimbursement policies

We have the right to apply our reimbursement policies to all out-of-network services including involuntary services. This may affect the **recognized charge**. When we do this, we consider:

- The length and difficulty of a service
- Whether additional expenses are needed, when multiple procedures are billed at the same time
- Whether an assistant surgeon is needed
- If follow up care is included
- Whether other conditions change or make a service unique
- Whether any of the services described by a claim line are part of or related to the primary service provided, when a charge includes more than one claim line
- The educational level, licensure or length of training of the provider

We base our reimbursement policies on our review of:

- CMS National Correct Coding Initiative (NCCI) and other external materials that say what billing and coding practices are and aren't appropriate
- Generally accepted standards of medical and dental practice
- The views of **physicians** and dentists practicing in relevant clinical areas

We use commercial software to administer some of these policies. Policies may differ for professional services and facility services.

#### Get the most from your benefits:

We have online tools to help you decide whether to get care and if so, where. Use the 'Estimate the Cost of Care' tool or 'Payment Estimator' tool on the Aetna website. The website may contain additional information that can help you determine the cost of a service or supply.

#### **Surprise bill**

There may be times when you unknowingly receive services or don't consent to receive services from an **out-of-network provider**, even where you try to stay in the network for your **covered services**. You may get a bill at the out-of-network rate that you didn't expect. This is called a surprise bill.

An **out-of-network provider** can't balance bill or attempt to collect costs from you that exceed your in-network cost-sharing requirement, such as **deductibles**, **copayments** and **coinsurance** for the following services:

- Emergency services provided by an out-of-network provider and ancillary services initiated from your emergency services
- Non-emergency services provided by an **out-of-network provider** at an in-network facility, except when the **out-of-network provider** has given you the following:
  - The out-of-network notice for your signature
  - The estimated charges for the items and services
  - Notice that the provider is an out-of-network provider
- Out-of-network air ambulance services

The **out-of-network provider** must get your consent to be treated and balance billed by them.

Ancillary services mean any professional services including:

- Items and services related to emergency medicine
- Anesthesiology
- Hospitalist services
- Laboratory services
- Neonatology
- Pathology
- Radiology
- Services provided by an out-of-network provider because there was no network provider available to perform the service

A facility in this instance means an institution providing health care related services, or a health care setting. This includes the following:

- Hospitals and other licensed inpatient centers
- Ambulatory surgical or treatment centers
- Skilled nursing facilities
- Residential treatment facilities

- Diagnostic, laboratory, and imaging centers
- Rehabilitation facilities
- Other therapeutic health settings

A surprise bill claim is paid based on the median contracted rate for all plans offered by us in the same insurance market for the same or similar item or service that is all of the following:

- Provided by a provider in the same or similar specialty or facility of the same or similar facility type
- Provided in the geographic region in which the item or service is furnished

The median contracted rate is subject to additional adjustments as specified in federal regulations.

Any cost share paid with respect to the items and services will apply toward your in-network **deductible** and **maximum out-of-pocket limit** if you have one.

It is not a surprise bill when you knowingly choose to go out-of-network and have signed a consent notice for these services. In this case, you are responsible for all charges.

You may request external review if you want to know if the federal surprise bill law applies to your situation.

If you receive a surprise bill or have any questions about what a surprise bill is, contact us.

#### Paying for covered services – the general requirements

There are several general requirements for the plan to pay any part of the expense for a **covered service**. For in**network** coverage, they are:

- The service is **medically necessary**
- You get your care from a network provider
- You or your **provider precertifies** the service when required

#### For **out-of-network** coverage:

- The service is medically necessary
- You get your care from an out-of-network provider
- You or your **provider precertifies** the service when required

Generally, your plan and you share the cost for **covered services** when you meet the general requirements. But sometimes your plan will pay the entire expense, and sometimes you will. For details, see your schedule of benefits and the information below.

You pay the entire expense when:

- You get services or supplies that are not medically necessary.
- Your plan requires **precertification**, your **physician** requests it, we deny it and you get the services without **precertification**.
- You get care and the **provider** waives all or part of your cost share.

In all these cases, the **provider** may require you to pay the entire charge. Any amount you pay will not count towards your **deductible** or your **maximum out-of-pocket limit**.

### Where your schedule of benefits fits in

The schedule of benefits shows any out-of-pocket costs you are responsible for when you receive **covered services** and any benefit limitations that apply to your plan. It also shows any **maximum out-of-pocket limits** that apply.

Limitations include things like maximum age, visits, days, hours, and admissions. Out-of-pocket costs include things like **deductibles**, **copayments** and **payment percentage**.

Keep in mind that you are responsible for paying your part of the cost sharing. You are also responsible for costs not covered under this plan.

### **Coordination of benefits**

Some people have health coverage under more than one health plan. If you do, we will work with your other plan to decide how much each plan pays. This is called coordination of benefits (COB).

### **Key Terms**

Here are some key terms we use in this section. These will help you understand this COB section.

Allowable expense means a health care expense that any of your health plans cover.

In this section when we talk about "plan" through which you may have other coverage for health care expenses we mean:

- Group or non-group, blanket, or franchise health insurance policies issued by insurers, HMOs, or health care service contractors
- Labor-management trustee plans, labor organization plans, Contractholder organization plans, or member benefit organization plans
- An automobile insurance policy
- Medicare or other government benefits
- Any contract that you can obtain or maintain only because of membership in or connection with a particular organization or group

#### **How COB works**

- When this is your primary plan, we pay your medical claims first as if there is no other coverage.
- When this is your secondary plan:
  - We pay benefits after the primary plan and reduce our payment based on any amount the primary plan paid.
  - Total payments from this plan and your other coverage will never add up to more than 100% of the allowable expenses.

### **Determining who pays**

The basic rules are listed below. Reading from top to bottom the first rule that applies will determine which plan is primary and which is secondary. Contact us if you have questions or want more information.

A plan that does not contain a COB provision is always the primary plan.

COB rule	Primary plan	Secondary plan	
Non-dependent or dependent	Plan covering you as an member,	Plan covering you as a	
	retired member or subscriber	dependent	
	(not as a dependent)		
Child – parents married or	Plan of parent whose birthday	Plan of parent whose	
living together	(month and day) is earlier in the	birthday is later in the year	
	year (Birthday rule)		

COB rule	Primary plan	Secondary plan	
Child – parents separated, divorced, or not living together	<ul> <li>Plan of parent responsible for health coverage in court order</li> <li>Birthday rule applies if both parents are responsible or have joint custody in court order</li> <li>Custodial parent's plan if there is no court order</li> </ul>	<ul> <li>Plan of other parent</li> <li>Birthday rule applies (later in the year)</li> <li>Non-custodial parent's plan</li> </ul>	
Child – covered by individuals who are not parents (i.e. stepparent or grandparent)	Same rule as parent	Same rule as parent	
Active or inactive member	Plan covering you as an active member (or dependent of an active member)	Plan covering you as a laid off or retired member (or dependent of a former member)	
Consolidated Omnibus Budget Reconciliation Act (COBRA) or state continuation	Plan covering you as an employee or retiree (or dependent of an employee or retiree)	COBRA or state continuation coverage	
Longer or shorter length of coverage	Plan that has covered you longer	Plan that has covered you for a shorter period of time	
Other rules do not apply	Plans share expenses equally	Plans share expenses equally	

### **How COB works with Medicare**

If your other coverage is under Medicare, federal laws explain whether Medicare will pay first or second. COB with Medicare will always follow federal requirements. Contact us if you have any questions about this.

When you are eligible for Medicare, we coordinate the benefits we pay with the benefits that Medicare pays. If you are eligible but not covered, and Medicare would be your primary payer, we may still pay as if you are covered by Medicare and coordinate with the benefits Medicare would have paid. Sometimes, this plan pays benefits before Medicare pays. Sometimes, this plan pays benefits after Medicare or after an amount that Medicare would have paid if you had been covered.

You are eligible for Medicare if you are covered under it. You are also eligible for Medicare, even if you are not covered, if you refused it, dropped it, or didn't make a request for it.

### Effect of prior plan coverage

If you are in a continuation period from a prior plan at the time you join this plan you may not receive the full benefit paid under this plan. Your current and prior plan must be offered through the same contractholderr.

### Other health coverage updates – contact information

You should contact us if you have any changes to your other coverage. We want to be sure our records are accurate so your claims are processed correctly.

### **Our rights**

We have the right to:

- Release or obtain any information we need for COB purposes, including information we need to recover any payments from your other health plans
- Reimburse another health plan that paid a benefit we should have paid
- Recover any excess payment from a person or another health plan, if we paid more than we should have paid

### Benefit payments and claims

A claim is a request for payment that you or your health care **provider** submits to us when you want or get **covered services**. There are different types of claims. You or your **provider** may contact us at various times, to make a claim, to request approval, or payment, for your benefits. This can be before you receive your benefit, while you are receiving benefits and after you have received the benefit.

It is important that you carefully read the previous sections within *How your plan works*. When a claim comes in, we review it, make a decision and tell you how you and we will split the expense. The amount of time we have to tell you about our decision on a claim depends on the type of claim.

### Claim type and timeframes

#### **Urgent care claim**

An urgent claim is one for which the doctor treating you decides a delay in getting medical care could put your life or health at risk. Or a delay might put your ability to regain maximum function at risk. It could also be a situation in which you need care to avoid severe pain. We will make a decision within 72 hours.

If you are pregnant, an urgent claim also includes a situation that can cause serious risk to the health of your unborn baby.

#### Pre-service claim

A pre-service claim is a claim that involves services you have not yet received and which we will pay for only if we **precertify** them. We will make a decision within 15 days.

### Post-service claim

A post-service claim is a claim that involves health care services you have already received. We will make a decision within 30 days.

#### Concurrent care claim extension

A concurrent care claim extension occurs when you need us to approve more services than we already have approved. Examples are extending a **hospital stay** or adding a number of visits to a **provider**. You must let us know you need this extension 24 hours before the original approval ends. We will have a decision within 24 hours for an urgent request. You may receive the decision for a non-urgent request within 15 days.

#### **Concurrent care claim reduction or termination**

A concurrent care claim reduction or termination occur when we decide to reduce or stop payment for an already approved course of treatment. We will notify you of such a determination. You will have enough time to file an appeal. Your coverage for the service or supply will continue until you receive a final appeal decision from us or an external review organization if the situation is eligible for external review.

During this continuation period, you are still responsible for your share of the costs, such as **copayments**, **payment percentage** and **deductibles** that apply to the service or supply. If we uphold our decision at the final internal appeal, you will be responsible for all of the expenses for the service or supply received during the continuation period.

### Filing a claim

When you see a **network provider**, that office will usually send us a detailed bill for your services. If you see an **out-of-network provider**, you may receive the bill (proof of loss) directly. This bill forms the basis of your post-service claim. If you receive the bill directly, you or your **provider** must send us the bill within 12 months of the date you received services, unless you are legally unable to notify us. You must send it to us with a claim form that you can either get online or contact us to provide. You should always keep your own record of the date, **providers** and cost of your services.

The benefit payment determination is made based on many things, such as your **deductible** or **payment percentage**, the necessity of the service you received, when or where you receive the services, or even what other insurance you may have. We may need to ask you or your **provider** for some more information to make a final decision. You can always contact us directly to see how much you can expect to pay for any service.

We will pay the claim within 30 days from when we receive all the information necessary. Sometimes we may pay only some of the claim. Sometimes we may deny payment entirely. We may even rescind your coverage entirely. Rescission means you lose coverage going forward and going backward. If we paid claims for your past coverage, we will want the money back.

We will give you our decision in writing. You may not agree with our decision. There are several ways to have us review the decisions. Please see the *Complaints, claim decisions and appeal procedures* section for that information.

# Complaints, claim decisions and appeals procedures

### The difference between a complaint and an appeal

### **A Complaint**

You may not be happy about a **provider** or an operational issue, and you may want to complain. You can call or write Member Services. Your complaint should include a description of the issue. You should include copies of any records or documents that you think are important. We will review the information and provide you with a written response within 30 calendar days of receiving the complaint. We will let you know if we need more information to make a decision.

### **An Appeal**

You can ask us to re-review an adverse benefit determination. This is called an appeal. You can appeal to us verbally or in writing.

# Claim decisions and appeal procedures

Your **provider** may contact us at various times to make a claim, or to request approval for payment based on your benefits. This can be before you receive your benefit, while you are receiving benefits and after you have received the benefit. You may not agree with our decision. As we said in *Benefit payments and claims* in the *How your plan works* section, we pay many claims at the full rate, except for your share of the costs. But sometimes we pay only some of the claim. Sometimes we deny payment entirely.

Any time we deny even part of the claim, it is an "adverse benefit determination" or "adverse decision." For any adverse decision, you will receive an explanation of benefits in writing. You can ask us to review an adverse benefit determination. This is the internal appeal process. If you still don't agree, you can also appeal that decision. There are times you may skip the two levels of internal appeal. But in most situations, you must complete both levels before you can take any other actions, such as an external review.

### Appeals of adverse benefit determinations

You can appeal our adverse benefit determination. We will assign your appeal to someone who was not involved in making the original decision. You must file an appeal within 180 calendar days from the time you receive the notice of an adverse benefit determination.

You can appeal by sending a written appeal to Member Services at the address on the notice of adverse benefit determination. Or you can call Member Services at the number on your ID card. You need to include:

- Your name
- The Contractholder name
- A copy of the adverse benefit determination
- Your reasons for making the appeal
- Any other information you would like us to consider

Another person may submit an appeal for you, including a **provider**. That person is called an authorized representative. You need to tell us if you choose to have someone else appeal for you (even if it is your **provider**). You should fill out an authorized representative form telling us that you are allowing someone to appeal for you. You can get this form by contacting us. You can use an authorized representative at any level of appeal.

You can appeal two times under this plan. If you appeal a second time you must present your appeal within 60 calendar days from the date you receive the notice of the first appeal decision.

### Urgent care or pre-service claim appeals

If your claim is an urgent claim or a pre-service claim, your **provider** may appeal for you without having you fill out an authorized representative form telling us that you are allowing the provider to appeal for you.

We will provide you with any new or additional information that we used or that was developed by us to review your claim. We will provide this information at no cost to you before we give you a decision at your last available level of appeal. This decision is called the final adverse benefit determination. You can respond to this information before we tell you what our final decision is.

### **Timeframes for deciding appeals**

The amount of time that we have to tell you about our decision on an appeal claim depends on the type of claim. The chart below shows a timetable view of the different types of claims and how much time we have to tell you about our decision.

Type of notice	Urgent care	Pre-service	Post-service	Concurrent care
	claim	claim	claim	claim
Appeal determinations at each level (us)	36 hours	15 days	30 days	As appropriate to type of claim
Extensions	None	None	None	

### **Exhaustion of appeals process**

In most situations you must complete the two levels of appeal with us before you can take these other actions:

- Appeal through an external review process.
- Pursue arbitration, litigation or other type of administrative proceeding.

But sometimes you do not have to complete the two levels of appeals process before you may take other actions. These situations are:

- You have an urgent claim or a claim that involves ongoing treatment. You can have your claim reviewed internally and at the same time through the external review process.
- We did not follow all of the claim determination and appeal requirements of the Federal Department of Health and Human Services. But, you will not be able to proceed directly to external review if:
  - The rule violation was minor and not likely to influence a decision or harm you.
  - The violation was for a good cause or beyond our control.
  - The violation was part of an ongoing, good faith exchange between you and us.

#### **External review**

External review is a review done by people in an organization outside of **Aetna**. This is called an external review organization (ERO).

You have a right to external review only if:

- Our claim decision involved medical judgment.
- We decided the service or supply is not **medically necessary** or not appropriate.
- We decided the service or supply is **experimental or investigational**.
- You have received an adverse determination.

You may also request external review if you want to know if the federal surprise bill law applies to your situation.

If our claim decision is one for which you can seek external review, we will say that in the notice of adverse benefit determination or final adverse benefit determination we send you. That notice also will describe the external review process. It will include a copy of the Request for External Review form at the final adverse determination level.

You must submit the Request for External Review Form:

- To Aetna
- Within 123 calendar days (four months) of the date you received the decision from us
- And you must include a copy of the notice from us and all other important information that supports your request

#### Aetna will:

- Contact the ERO that will conduct the review of your claim.
- Assign the appeal to one or more independent clinical reviewers that have the proper expertise to do the review.
- Consider appropriate credible information that you sent.
- Follow our contractual documents and your plan of benefits.
- Send notification of the decision within 45 calendar days of the date we receive your request form and all the necessary information.

We will stand by the decision that the ERO makes, unless we can show conflict of interest, bias or fraud.

When an appeal is not eligible for ERO or when the appeal is upheld at the ERO level, Aetna will inform the member of their right to appeal to the plan sponsor for voluntary level of review.

### How long will it take to get an ERO decision?

We will tell you of the ERO decision not more than 45 calendar days after we receive your Notice of External Review Form with all the information you need to send in.

But sometimes you can get a faster external review decision. Your **provider** must call us or send us a Request for External Review Form.

There are two scenarios when you may be able to get a faster external review:

#### For initial adverse determinations

Your provider tells us that a delay in your receiving health care services would:

- Jeopardize your life, health or ability to regain maximum function, or
- Be much less effective if not started right away (in the case of experimental or investigational treatment)

#### For final adverse determinations

Your **provider** tells us that a delay in your receiving health care services would:

- Jeopardize your life, health or ability to regain maximum function
- Be much less effective if not started right away (in the case of **experimental or investigational** treatment), or
- The final adverse determination concerns an admission, availability of care, continued stay or health care service for which you received **emergency services**, but have not been discharged from a facility

If your situation qualifies for this faster review, you will receive a decision within 72 hours of us getting your request.

# Recordkeeping

We will keep the records of all complaints and appeals for at least 10 years.

# **Fees and expenses**

We do not pay any fees or expenses incurred by you in pursuing a complaint or appeal.

# **Starting coverage**

Your coverage under this plan has a start and an end. You must start coverage after you complete the eligibility and enrollment process. You can ask your Contractholder to confirm your effective date.

# General provisions - other things you should know

### **Administrative provisions**

### How you and we will interpret this booklet

We prepared this booklet according to ERISA and other federal and state laws that apply. You and we will interpret it according to these laws. Also, you are bound by our interpretation of this booklet when we administer your coverage.

### How Aetna administers this plan

Aetna will administer the Plan in accordance with this booklet and apply policies and procedures which Aetna has developed to administer this plan.

### Who's responsible to you

We are responsible to you for what our member and other agents do.

We are not responsible for what is done by your **providers**. Even **network providers** are not our member or agents.

### Claim administrator

### Aetna's and your employer's authority as claim administrator

Aetna has been designated as claims administrator for benefits under the Plan with full discretion and authority to make claim and certain appeal determinations and in doing so, it is the appropriate named fiduciary of the plan for purposes of reviewing those denied claims for benefits. When acting in this capacity, Aetna has full discretionary authority to make factual determinations, to determine eligibility for benefits, to determine the amount of benefits for each claim received, and to construe terms of the Plan with respect to benefits. Aetna's decisions are final and binding upon you and any person making a claim on your behalf. Your Contractholder retains sole and complete authority to determine eligibility of persons to participate in the Plan.

For other appeal decisions, your Contractholder (or an individual or committee appointed under the terms of the plan) has retained full discretion and authority to decide appeals (as described in this Booklet). In such cases, your Contractholder is the appropriate named fiduciary of the plan for purposes of reviewing those denied claims for benefits and has full discretionary authority to make factual determinations, to determine eligibility for benefits, to determine the amount of benefits for each claim received, and to construe terms of the Plan with respect to those benefits. When acting in this capacity, your Contractholder decisions are final and binding upon you and any person making a claim on your behalf.

### **Coverage and services**

#### Your coverage can change

Your coverage is defined by the group contract. This document may have amendments too. Under certain circumstances, we, the Customer/Contractholder or the law may change your plan. When an emergency or epidemic is declared, we may modify or waive **precertification**, **prescription** quantity limits or your cost share if you are affected. Only we may waive a requirement of your plan. No other person, including the Customer/Contractholder or **provider**, can do this.

### Physical examination and evaluations

At our expense, we have the right to have a **physician** of our choice examine you. This will be done at reasonable times while certification or a claim for benefits is pending or under review.

### **Records of expenses**

You should keep complete records of your expenses. They may be needed for a claim. Important things to keep are:

- Names of **physicians** and others who furnish services
- Dates expenses are incurred
- Copies of all bills and receipts

# Honest mistakes and intentional deception

#### **Honest mistakes**

You or the Customer/Contractholder may make an honest mistake when you share facts with us. When we learn of the mistake, we may make a fair change in contributions or in your coverage. If we do, we will tell you what the mistake was. We won't make a change if the mistake happened more than 2 years before we learned of it.

### Intentional deception

If we learn that you defrauded us or you intentionally misrepresented material facts, we can take actions that can have serious consequences for your coverage. These serious consequences include, but are not limited to:

- Rescission of coverage
- · Denial of benefits
- Recovery of amounts we already paid

We also may report fraud to criminal authorities. See the *Benefit payments and claims, Filing a claim* section for information about rescission.

You have special rights if we rescind your coverage:

- We will give you 30 days advance written notice of any rescission of coverage
- You have the right to an appeal
- You have the right to a third party review conducted by an independent ERO

### Some other money issues

### Legal action

You must complete the internal appeal process, if your plan has one, before you take any legal action against us for any expense or bill. See the *Complaints, claim decisions, and, appeal procedures* section. You cannot take any action until 60 days after we receive written submission of a claim.

No legal action can be brought to recover payment under any benefit after 3 years from the deadline for filing claims.

### **Assignment of benefits**

When you see a **network provider**, they will usually bill us directly. When you see an **out-of-network provider**, we may choose to pay you or to pay the **provider** directly. To the extent allowed by law, we will not accept an assignment to an **out-of-network provider**.

### **Financial sanctions exclusions**

If coverage provided under this booklet violates or will violate any economic or trade sanctions, the coverage will be invalid immediately. For example, we cannot pay for **covered services** if it violates a financial sanction regulation. This includes sanctions related to a person or a country under sanction by the United States, unless it is allowed under a written license from the Office of Foreign Asset Control (OFAC). You can find out more by visiting <a href="https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx">https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx</a>

## **Recovery of overpayments**

If a benefit payment is made by the Plan, to or on your behalf, which exceeds the benefit amount that you are entitled to receive, the Plan has the right to require the return of the overpayment. One of the ways Aetna recovers overpayments is by reducing future payments to the provider by the amount of the overpayment. These future payments may involve this Plan or other health plans that are administered by Aetna. Aetna would then credit the recovered amount to the plan that overpaid the provider. Payments to providers under this Plan may be subject to this same process when Aetna recovers overpayments for other plans administered by Aetna.

This right does not affect any other right of recovery the Plan may have with respect to overpayments.

#### 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. The plan's right to recover (whether by subrogation or reimbursement) shall apply to the personal representative of your estate, your decedents, minors, and incompetent or disabled persons. "You" or "your" includes anyone on whose behalf the plan pays benefits. No adult Covered Person hereunder may assign any rights that it may have to recover medical expenses from any tortfeasor or other person or entity to any minor child or children of said adult covered person without the prior express written consent of the Plan.

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.

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.

#### **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. 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 5 days if no notice was given prior to receipt. 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 his/her agents of its lien. Agents include, but are not limited to, insurance companies and attorneys.

You acknowledge that the plan has notified you that it has the right pursuant to the Health Insurance Portability & Accountability Act ("HIPAA"), 42 U.S.C. Section 1301 *et seq*, to share your personal health information in exercising its subrogation and reimbursement rights.

#### 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.

## Your health information

We will protect your health information. We will only use or share it with others as needed for your care and treatment. We will also use and share it to help us process your claims and manage your plan.

You can get a free copy of our Notice of Privacy Practices. Just contact us.

When you accept coverage under this plan, you agree to let your **providers** share information with us. We need information about your physical and mental condition and care.

## **Sutter Health and Affiliates Services**

Sutter Health and Affiliates, the dominant health system in much of northern California, uses its bargaining power to insist on unique requirements to participate in the Aetna network. Aetna's contract with Sutter requires payment of claims that would otherwise be denied, such as those not medically necessary or experimental or investigational (but does not require payment for services the Plan expressly excludes from coverage, such as for cosmetic surgery). Aetna will charge the Plan for these claims in order to be able to continue providing Plan Participants with access to Sutter's services on an in-network basis.

# Glossary

# Behavioral health provider

A **health professional** who is licensed or certified to provide **covered services** for mental health and **substance related disorders** in the state where the person practices.

## Copay, copayment

This is the dollar amount you pay for **covered services**. In most plans, you pay this after you meet your **deductible** limit. In **prescription** drug plans, it is the amount you pay for covered drugs.

## **Covered services**

The benefits, subject to varying cost shares, covered under the plan. These are:

- Described in the *Providing covered services* section
- Not listed as an exclusion in the Coverage and exclusions Providing covered services section or the General plan exclusions section
- Not beyond any limits in the schedule of benefits
- **Medically necessary**. See the *How your plan works Medical necessity and precertification requirements* section and the *Glossary* for more information

## **Deductible**

A **deductible** is the amount you pay out-of-pocket for **covered services** per year before we start to pay.

## Detoxification

The process of getting alcohol or other drugs out of an addicted person's system and getting them physically stable.

# **Emergency medical condition**

An acute, severe medical condition that:

- Needs immediate medical care
- Leads a person with average knowledge of health and medicine to believe that, without immediate medical care, it could result in:
  - Danger to life or health
  - Loss of a bodily function
  - Loss of function to a body part or organ
  - Danger to the health of an unborn baby

# **Emergency services**

Treatment given in a **hospital's** emergency room or an independent freestanding emergency department. This includes evaluation of and treatment to stabilize the **emergency medical condition**. An independent freestanding emergency department means a health care facility that is geographically separate, distinct, and licensed separately from a **hospital** and provides **emergency services**.

# **Experimental or investigational**

Drugs, treatments or tests not yet accepted by **physicians** or by insurance plans as standard treatment. They may not be proven as effective or safe for most people.

A drug, device, procedure, or treatment is **experimental or investigational** if:

• There is not enough outcome data available from controlled clinical trials published in the peer-reviewed literature to validate its safety and effectiveness for the illness or injury involved.

- The needed approval by the FDA has not been given for marketing.
- A national medical or dental society or regulatory agency has stated in writing that it is **experimental or investigational** or suitable mainly for research purposes.
- It is the subject of a Phase I, Phase II or the experimental or research arm of a Phase III clinical trial. These terms have the meanings given by regulations and other official actions and publications of the FDA and Department of Health and Human Services.
- Written protocols or a written consent form used by a facility **provider** state that it is **experimental or investigational**.

# **Health professional**

A person who is authorized by law to provide health care services to the public; for example, **physicians**, nurses and physical therapists.

# Home health care agency

An agency authorized by law to provide home health services, such as skilled nursing and other therapeutic services.

# Hospital

An institution licensed as a **hospital** by applicable law and accredited by The Joint Commission (TJC). This is a place that offers medical care. Patients can stay overnight for care. Or they can be treated and leave the same day. All **hospitals** must meet set standards of care. They can offer general or acute care. They can also offer service in one area, like rehabilitation.

# Infertility

A disease defined by the failure to become pregnant:

- For a female with a male partner, after:
  - 1 year of frequent, unprotected heterosexual sexual intercourse if under the age of 35
  - 6 months of frequent, unprotected heterosexual sexual intercourse if age 35 or older
- For a female without a male partner, after:
  - At least 12 cycles of donor insemination if under the age of 35
  - 6 cycles of donor insemination if age 35 or older
- For a male without a female partner, after:
  - At least 2 abnormal semen analyses obtained at least 2 weeks apart
- For an individual or their partner who has been clinically diagnosed with gender dysphoria

# Jaw joint disorder

This is:

- A temporomandibular joint (TMJ) dysfunction or any similar disorder of the jaw joint
- A myofascial pain dysfunction (MPD) of the jaw
- Any similar disorder in the relationship between the jaw joint and the related muscles and nerves

# Maximum out-of-pocket limit

The maximum out-of-pocket limit is the most a covered person will pay per year in copayments, payment percentage and deductible, if any, for covered services.

# Medically necessary, medical necessity

Health care services or supplies that prevent, evaluate, diagnose, or treat an illness, injury, disease or its symptoms, and that are all of the following, as determined by us within our discretion:

- In accordance with "generally accepted standards of medical practice"
- Clinically appropriate, in terms of type, frequency, extent, site, place of service, duration, and considered effective for your illness, injury or disease
- Not primarily for your convenience, the convenience of your **physician** or other health care **provider**
- Not more costly than an alternative service or sequence of services at least as likely to produce
  equivalent therapeutic or diagnostic results as to the diagnosis or treatment of your illness, injury or
  disease.

Generally accepted standards of medical practice mean:

- Standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community and
- Following the standards set forth in our clinical policies and applying clinical judgment

#### Important note:

We develop and maintain clinical policy bulletins that describe the generally accepted standards of medical practice, credible scientific evidence, and prevailing clinical guidelines that support our decisions regarding specific services. We use these bulletins and other resources to help guide individualized coverage decisions under our plans and to determine whether an intervention is **experimental or investigational**. They are subject to change. You can find these bulletins and other information at <a href="https://www.aetna.com/health-care-professionals/clinical-policy-bulletins.html">https://www.aetna.com/health-care-professionals/clinical-policy-bulletins.html</a>. You can also contact us. See the *Contact us* section for how.

## Mental health disorder

A **mental health disorder** is in general, a set of symptoms or behavior associated with distress and interference with personal function. A complete definition of **mental health disorder** is in the most recent edition of *Diagnostic and Statistical Manual of Mental Disorders (DSM) of the American Psychiatric Association*.

## **Negotiated charge**

See How your plan works – What the plan pays and what you pay.

## **Network provider**

A **provider** listed in the directory for your plan. A NAP **provider** listed in the NAP directory is not a **network provider**.

## **Payment Percentage**

The specific percentage the plan pays for a health care service listed in the schedule of benefits.

## **Physician**

A health professional trained and licensed to practice and prescribe medicine under the laws of the state where they practice; specifically, doctors of medicine or osteopathy. Under some plans, a **physician** can also be a **primary care physician** (**PCP**).

# Precertification, precertify

Pre-approval that you or your **provider** receives from us before you receive certain **covered services**. This may include a determination by us as to whether the service is **medically necessary** and eligible for coverage.

# **Prescription**

This is an instruction written by a **physician** that authorizes a patient to receive a service, supply, medicine or treatment.

# Primary care physician (PCP)

A physician who:

- The directory lists as a PCP
- Is selected by a person from the list of **PCPs** in the directory
- Supervises, coordinates and provides initial care and basic medical services to a covered person
- Shows in our records as your PCP

A **PCP** can be any of the following **providers**:

- General practitioner
- Family physician
- Internist
- Pediatrician
- OB, GYN, and OB/GYN
- Medical group (primary care office)

## **Provider**

A **physician**, pharmacist, **health professional**, person, or facility, licensed or certified by law to provide health care services to you. If state law does not specifically provide for licensure or certification, they must meet all Medicare approval standards even if they don't participate in Medicare.

# **Psychiatric hospital**

An institution licensed or certified as a **psychiatric hospital** by applicable laws to provide a program for the diagnosis, evaluation, and treatment of alcoholism, drug abuse or **mental health disorders** (including **substance related disorders**).

## **Recognized charge**

See How your plan works – What the plan pays and what you pay.

# **Residential treatment facility**

An institution specifically licensed by applicable laws to provide residential treatment programs for **mental health disorders**, **substance related disorders**, or both. It is credentialed by us or is accredited by one of the following agencies, commissions or committees for the services being provided:

- The Joint Commission (TJC)
- The Committee on Accreditation of Rehabilitation Facilities (CARF)
- The American Osteopathic Association's Healthcare Facilities Accreditation Program (HFAP)
- The Council on Accreditation (COA)

In addition to the above requirements, an institution must meet the following:

For residential treatment programs treating mental health disorders:

- A behavioral health provider must be actively on duty 24 hours/day for 7 days/week
- The patient must be treated by a psychiatrist at least once per week
- The medical director must be a psychiatrist
- It is not a wilderness treatment program (whether or not the program is part of a licensed **residential treatment facility** or otherwise licensed institution)

For residential treatment programs treating **substance related disorders**:

- A **behavioral health provider** or an appropriately state certified professional (CADC, CAC, etc.) must be actively on duty during the day and evening therapeutic programming
- The medical director must be a physician
- It is not a wilderness treatment program (whether or not the program is part of a licensed **residential treatment facility** or otherwise licensed institution)

For **detoxification** programs within a residential setting:

- An R.N. must be onsite 24 hours/day for 7 days/week within a residential setting
- Residential care must be provided under the direct supervision of a physician

# **Retail pharmacy**

A community pharmacy that dispenses outpatient prescription drugs.

# **Room and board**

A facility's charge for your overnight stay and other services and supplies expressed as a daily or weekly rate.

# Semi-private room rate

An institution's **room and board** charge for most beds in rooms with 2 or more beds. If there are no such rooms, we will calculate the rate based on the rate most commonly charged by similar institutions in the same geographic area.

# Skilled nursing facility

A facility specifically licensed as a **skilled nursing facility** by applicable laws to provide skilled nursing care. **Skilled nursing facilities** also include:

- Rehabilitation hospitals
- Portions of a rehabilitation hospital
- A **hospital** designated for skilled or rehabilitation services

**Skilled nursing facility** does not include institutions that provide only:

- Minimal care
- Custodial care
- Ambulatory care
- Part-time care

It does not include institutions that primarily provide for the care and treatment of **mental health disorders** or **substance related disorders**.

## **Specialist**

A physician who practices in any generally accepted medical or surgical sub-specialty.

#### Stav

A full-time inpatient confinement for which a **room and board** charge is made.

## Substance related disorder

The use of drugs, as defined in the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders* (DSM) published by the American Psychiatric Association, that directly affect the brain's reward system in an amount or frequency that causes problems with normal activities.

# Surgery, surgical procedure

The diagnosis and treatment of injury, deformity and disease by manual and instrumental means, such as:

- Cutting
- Abrading
- Suturing
- Destruction
- Ablation
- Removal
- Lasering
- Introduction of a catheter (e.g., heart or bladder catheterization) or scope (e.g., colonoscopy or other types of endoscopy)
- Correction of fracture
- Reduction of dislocation
- Application of plaster casts
- Injection into a joint
- Injection of sclerosing solution
- Otherwise physically changing body tissues and organs

## **Telemedicine**

A consultation between you and a **physician**, **specialist**, **behavioral health provider**, or **telemedicine provider** who is performing a clinical medical or behavioral health service by means of electronic communication.

## **Terminal illness**

A medical prognosis that you are not likely to live more than 12 months.

## Walk-in clinic

A health care facility that provides limited medical care on a scheduled and unscheduled basis. A **walk-in clinic** may be located in, near or within a:

- Drug store
- Pharmacy
- Retail store
- Supermarket

The following are not considered a walk-in clinic:

- Ambulatory surgical center
- Emergency room
- Hospital
- Outpatient department of a hospital
- **Physician's** office
- Urgent care facility

## 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 (e.g., 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 you, your physician, or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, you may be required to obtain precertification for any days of confinement that exceed 48 hours (or 96 hours). For information on precertification, contact your plan administrator.

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

Under this health plan, as required by the Women's Health and Cancer Rights Act of 1998, coverage will be provided to a person who is receiving benefits in connection with a mastectomy and who elects breast reconstruction in connection with the mastectomy for:

- (1) all stages of reconstruction of the breast on which a mastectomy has been performed;
- (2) surgery and reconstruction of the other breast to produce a symmetrical appearance;
- (3) prostheses; and
- (4) treatment of physical complications of all stages of mastectomy, including lymphedemas.

This coverage will be provided in consultation with the attending physician and the patient, and will be provided in accordance with the plan design, limitations, copays, deductibles, and referral requirements, if any, as outlined in your plan documents.

If you have any questions about our coverage of mastectomies and reconstructive surgery, please contact the Member Services number on your ID card.

For more information, you can visit this U.S. Department of Health and Human Services website, <a href="http://www.cms.gov/home/regsguidance.asp">http://www.cms.gov/home/regsguidance.asp</a>, and this U.S. Department of Labor website, <a href="https://www.dol.gov/agencies/ebsa/employers-and-advisers/plan-administration-and-compliance/health-plans">https://www.dol.gov/agencies/ebsa/employers-and-advisers/plan-administration-and-compliance/health-plans</a>.

## **IMPORTANT HEALTH CARE REFORM NOTICES**

#### **CHOICE OF PROVIDER**

If your Aetna plan generally requires or allows the designation of a primary care provider, you have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. If the plan or health insurance coverage designates a primary care provider automatically, then until you make this designation, Aetna designates one for you. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact your Contractholder or, if you are a current member, your Aetna contact number on the back of your ID card.

If your Aetna plan allows for the designation of a primary care provider for a child, you may designate a pediatrician as the primary care provider.

If your Aetna plan provides coverage for obstetric or gynecological care and requires the designation of a primary care provider then you do not need prior authorization from Aetna or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact your Contractholder or, if you are a current member, your Aetna contact number on the back of your ID card.

# New Jersey Protections for Involuntary, Inadvertent and Emergency Out of Network Claims

The below information is applicable to New Jersey residents who are enrolled in the plan. In response to surprise bill concerns, the New Jersey Department of Insurance enacted the Out-Of-Network Consumer Protection, Transparency, Cost, Containment and Accountability Act (Act) (N.J.S.A. 26:2SS-1). This Act provides certain consumer protections for surprise bills for out-of-network health care services. Your employer has voluntarily elected that the plan participates in this Act.

The Act provides protections for the two types of claims specified below:

## 1. Involuntary and inadvertent out-of-network services

You are protected from balance bills by a New Jersey out-of-network health care professional for covered services when you use an in-network health care facility (e.g. hospital, ambulatory surgery center, etc.) located in New Jersey and, for any reason, in-network health care services are unavailable at that facility (an "inadvertent out-of-network service"). This includes laboratory testing (e.g., imaging, X-rays, blood tests and anesthesia).

Except as provided below, you should not be balance billed by an out-of-network health care professional or facility, for any amount in excess of what your deductible, copayment, or coinsurance amounts (also known as "cost-sharing") would be if you received the same service in-network. If you receive a bill for any other amount, please contact us at the number on your Identification Card and we will help address it. You may also file a complaint with the Department of Banking and Insurance by visiting <a href="https://www.state.nj.us/dobi/consumer.htm">https://www.state.nj.us/dobi/consumer.htm</a>.

If you receive a bill for an amount above of your cost-sharing responsibilities for an inadvertent out-of-network service, Aetna and the out-of-network health care professional or facility may negotiate and settle on an amount for the service. If that negotiated amount exceeds what was shown on your initial Explanation of Benefits (EOB), your out-of-pocket cost-sharing responsibility may increase. If this occurs, you will be provided a second EOB showing your total cost-sharing responsibility.

If an agreement cannot be reached, Aetna or the out-of-network health care professional or facility may initiate binding arbitration to determine the amount to be paid for the inadvertent out-of-network service. The amount awarded by the arbitrator may exceed what Aetna has already paid to the out-of-network health care professional or facility; however, any additional payment for the arbitration award **will not** increase your cost-sharing responsibility above the amount indicated on your second EOB. In addition, if an arbitration takes place, you will also receive a final EOB showing the total allowed charge/amount for the service(s).

## 2. Medically necessary treatment on an emergency or urgent basis

You have additional protections from balance bills by any New Jersey facility involving medically necessary treatment on an emergency or urgent basis. Under this heading, "emergency and urgent care basis" means all emergency and urgent care services including, but not limited to, the services required pursuant to N.J.A.C. 11:24-5.3, which includes: (1) medical and psychiatric care, which shall be available 24 hours a day, seven days a week; (2) coverage for trauma services at any designated Level I or II trauma center as medically necessary (such coverage shall continue at least until, in the judgment of the attending physician, you are medically stable, no longer require critical care, and can be safely transferred to another facility; (3) coverage for out-of-service area medical care when medically necessary for urgent or emergency conditions where you cannot reasonably access in-network services; (4) prehospital care and hospital services regardless of location when medically necessary for injury or emergency illness; and (5) upon a your arrival in a hospital, coverage of a medical screening examination, as required by the Federal Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd, and as specified in N.J.A.C. 8:43G-12.

Except as discussed below, you should not be billed by any facility, for any amount in excess of any deductible, copayment, or coinsurance amounts (also known as "cost-sharing") would be if you received the same service in-network. If you receive a bill for any other amount, please contact us at the number on your Identification Card and we will help address it. You may also file a complaint with the Department of Banking and Insurance by visiting <a href="http://www.state.nj.us/dobi/consumer.htm">http://www.state.nj.us/dobi/consumer.htm</a>.

If you receive a bill from an out-of-network health care professional or facility for an amount above of your cost-sharing responsibilities involving medically necessary treatment on an emergency or urgent basis, Aetna and the out-of-network health care professional or facility may negotiate and settle on an amount for the service. If that negotiated amount exceeds what was shown on your initial Explanation of Benefits (EOB), your out-of-pocket cost-sharing responsibility may increase. If this occurs, you will be provided a second EOB showing your total cost-sharing responsibility.

If an agreement cannot be reached, Aetna or the out-of-network health care professional or facility initiate binding arbitration to determine the amount to be paid for the medically necessary treatment on an emergency or urgent basis. The amount awarded by the arbitrator may exceed what Aetna has already paid to the out-of-network health care professional or facility; however, any additional payment for the arbitration award **will not** increase your cost-sharing responsibility above the amount indicated on your second EOB. In addition, if an arbitration takes place, you will also receive a final EOB showing the total allowed charge/amount for the service(s).

# Continuation of Coverage During an Approved Leave of Absence Granted to Comply With Federal Law

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Contractholder grants you an approved FMLA leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be subject to prior written agreement between Aetna and your Contractholder.

If your Contractholder grants you an approved FMLA leave in accordance with FMLA, you may, during the continuance of such approved FMLA leave, continue Health Expense Benefits for you and your eligible dependents.

At the time you request the leave, you must agree to make any contributions required by your Contractholder to continue coverage. Your Contractholder must continue to make premium payments.

If Health Expense Benefits has reduction rules applicable by reason of age or retirement, Health Expense Benefits will be subject to such rules while you are on FMLA leave.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date your Contractholder determines your approved FMLA leave is terminated.
- The date the coverage involved discontinues as to your eligible class. However, coverage for health expenses may be available to you under another plan sponsored by your Contractholder.

Any coverage being continued for a dependent will not be continued beyond the date it would otherwise terminate.

If Health Expense Benefits terminate because your approved FMLA leave is deemed terminated by your Contractholder, you may, on the date of such termination, be eligible for Continuation Under Federal Law on the same terms as though your employment terminated, other than for gross misconduct, on such date. If the group contract provides any other continuation of coverage (for example, upon termination of employment, death, divorce or ceasing to be a defined dependent), you (or your eligible dependents) may be eligible for such continuation on the date your Contractholder determines your approved FMLA leave is terminated or the date of the event for which the continuation is available.

If you acquire a new dependent while your coverage is continued during an approved FMLA leave, the dependent will be eligible for the continued coverage on the same terms as would be applicable if you were actively at work, not on an approved FMLA leave.

If you return to work for your Contractholder following the date your Contractholder determines the approved FMLA leave is terminated, your coverage under the group contract will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date your Contractholder determines the approved FMLA leave to be terminated. If you do not make such request within 31 days, coverage will again be effective under the group contract only if and when Aetna gives its written consent.

If any coverage being continued terminates because your Contractholder determines the approved FMLA leave is terminated, any Conversion Privilege will be available on the same terms as though your employment had terminated on the date your Contractholder determines the approved FMLA leave is terminated.