

Cigna Health and Life Insurance Company may change the Premiums of this Policy after 45 days' written notice to the Insured Person. However, We will not change the Premium schedule for this Policy on an individual basis, but only for all Insured Persons in the same class and covered under the same plan as You. We will only change Premiums on an Annual basis.

**Cigna Health and Life Insurance Company ("Cigna")  
900 Cottage Grove Road  
Bloomfield CT 06002**

**Cigna Connect 7500 Plan and  
Native American / Alaskan Native Over 300% Plan**

**If You Wish To Cancel Or If You Have Questions**

If You are not satisfied, for any reason, with the terms of this Policy You may return it to Us within 10 days of receipt. We will then cancel Your coverage as of the original Effective Date and promptly refund any Premium You have paid. This Policy will then be null and void. If You wish to correspond with Us for this or any other reason, write:

**Cigna  
Individual Services  
P. O. Box 30365  
Tampa, FL 33630-3365  
1-877-484-5967**

Include Your Cigna identification number with any correspondence. This number can be found on Your Cigna identification card.

**THIS POLICY MAY NOT APPLY WHEN YOU HAVE A CLAIM! PLEASE READ!** This Policy was issued to You by Cigna Health and Life Insurance Company (referred to herein as Cigna) based on the information You provided in Your application. If You know of any misstatement in Your application, You should advise the Company immediately regarding the incorrect information; otherwise, Your Policy may not be a valid contract.

**THIS IS NOT A MEDICARE SUPPLEMENT POLICY AND WILL NOT DUPLICATE MEDICARE BENEFITS.**

**Guaranteed Renewable**

**This Policy is monthly medical coverage subject to continual payment by the Insured Person. Cigna will renew this Policy except for the specific events stated in the Policy.** Coverage under this Policy is effective at 12:01 a.m. **Eastern time** on the Effective Date shown on the Policy's specification page.

Signed for Cigna by:



**Julia M. Huggins, President**



**Anna Krishtul, Corporate Secretary**

## IMPORTANT NOTICES

### **Direct Access to Obstetricians and Gynecologists**

You do not need prior authorization from the plan 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, visit [www.mycigna.com](http://www.mycigna.com) or contact Customer Service at the phone number listed on the back of Your ID card.

### **Selection of a Primary Care Provider**

This plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept You or Your Family Members. If Your plan requires the designation of a primary care provider, Cigna may designate one for You until You make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit [www.mycigna.com](http://www.mycigna.com) or contact Customer Service at the phone number listed on the back of Your ID card.

For children, You may designate a pediatrician as the primary care provider.

### **Rural Health Care Providers**

You may be entitled to coverage for health care services from Non-Participating Providers/Out-of-Network Providers if you live or reside within 30 paved road miles of an In-Network (Participating) Provider, which include Physicians, Hospitals, and Other Health Care Facilities. Please be advised that if you choose a Non-Participating Provider you will be responsible for any charges not covered by your health insurance plan. If you have questions concerning your rights to see one of these Providers, you may contact Us on [www.mycigna.com](http://www.mycigna.com), or by calling the number on Your ID card. If We do not resolve your problem, You may contact the Office of Consumer Health Assistance in the Insurance Department, toll free.

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## **Introduction**

### **About This Policy**

Your medical coverage is provided under a Policy issued by Cigna Health and Life Insurance Company (“Cigna”) This Policy is a legal contract between You and Us.

Under this Policy, “We”, “Us”, and “Our” mean Cigna. “You” or “Your” refers to the Policyholder whose application has been accepted by Us under the Policy issued. When We use the term “Insured Person” in this Policy, We mean You and any eligible Family Member(s) who are covered under this Policy. You and all Family Member(s) covered under this Policy are listed on the Policy specification page.

The benefits of this Policy are provided only for those services that are Medically Necessary as defined in this Policy and for which the Insured Person has benefits. The fact that a Physician prescribes or orders a service does not, in itself, mean that the service is Medically Necessary or that the service is a Covered Service. Consult this Policy or phone Us at the number shown on Your Cigna identification card if You have any questions regarding whether services are covered.

This Policy contains many important terms (such as “Medically Necessary” and “Covered Service”) that are defined in the section entitled “Definitions”. Before reading through this Policy, be sure that You understand the meanings of these words as they pertain to this Policy.

We provide coverage to You under this Policy based upon the answers submitted by You and Your Family Member(s) on Your signed individual application. In consideration for the payment of the Premiums stated in this Policy, We will provide the services and benefits listed in this Policy to You and Your Family Member(s) covered under the Policy.

IF, WITHIN 2 YEARS AFTER THE EFFECTIVE DATE OF YOUR PARTICIPATION IN THE POLICY, WE DISCOVER ANY FRAUD OR MATERIAL FACTS THAT WERE INTENTIONALLY MISREPRESENTED OR THAT YOU OR YOUR FAMILY MEMBER(S) KNEW, BUT DID NOT DISCLOSE IN YOUR APPLICATION, WE MAY RESCIND THIS COVERAGE AS OF THE ORIGINAL EFFECTIVE DATE. ADDITIONALLY, IF WITHIN 2 YEARS AFTER ADDING ADDITIONAL FAMILY MEMBER(S) (EXCLUDING NEWBORN CHILDREN OF THE INSURED ADDED WITHIN 31 DAYS AFTER BIRTH), WE DISCOVER ANY FRAUD OR MATERIAL FACTS THAT WERE INTENTIONALLY MISREPRESENTED OR THAT YOU OR YOUR FAMILY MEMBER(S) KNEW, BUT DID NOT DISCLOSE IN YOUR APPLICATION, WE MAY RESCIND COVERAGE FOR THE ADDITIONAL FAMILY MEMBER(S) AS OF THE DATE HE OR SHE ORIGINALLY BECAME EFFECTIVE. IF WE RESCIND YOUR COVERAGE, WE WILL PROVIDE YOU WITH 30 DAYS ADVANCE NOTICE AND WE WILL REFUND ALL PREMIUMS YOU PAID FOR YOUR POLICY LESS THE AMOUNT OF ANY CLAIMS PAID BY CIGNA. RESCISSION OF YOUR COVERAGE WILL RESULT IN DENIAL OF ALL PENDING CLAIMS AND, IF CLAIM PAYMENTS EXCEED TOTAL PREMIUMS PAID, THEN CLAIMS PREVIOUSLY PAID BY CIGNA WILL BE RETROACTIVELY DENIED, OBLIGATING YOU TO PAY THE PROVIDER IN FULL FOR SERVICES RENDERED AT THE PROVIDER’S REGULAR BILLED RATE, NOT AT THE CIGNA NEGOTIATED RATE.

**Choice of Hospital and Physician:** Nothing contained in this Policy restricts or interferes with an Insured Person's right to select the Hospital or Physician of their choice. However, non-emergency services from a Non-Participating Provider are not covered by this Policy.

## **THIS IS AN EXCLUSIVE PROVIDER POLICY**

That means this Policy does not provide benefits for any services You receive from an Out-of-Network Provider except:

- Services for Stabilization and initial treatment of a Medical Emergency, or
- Medically Necessary services that are not available through an In-Network (Participating) Provider

In-Network (Participating) Providers include Physicians, Hospitals, and Other Health Care Facilities. Check the provider directory, available on [www.mycigna.com](http://www.mycigna.com), or call the number on Your ID card to determine if a Provider is In-Network (Participating).

## **Choosing a Primary Care Physician**

A Primary Care Physician may serve an important role in meeting health care needs by providing or arranging for medical care for each Insured Person. For this reason, when You enroll as an Insured Person, You will be asked to select a Primary Care Physician (“PCP”). Your PCP will provide Your regular medical care and assist in coordinating Your care. You may select Your PCP by calling the customer service phone number on Your ID card or by visiting Our website at [www.mycigna.com](http://www.mycigna.com). The Primary Care Physician You select for Yourself may be different from the Primary Care Physician You select for each of Your Family Member(s). You have the right to designate any Primary Care Physician who participates in Our network and is available to accept You or Your Family Members. If You do not choose a PCP, We will select a PCP for You.

## **If You Need A Specialist**

You must obtain a Referral from your PCP before visiting any Provider other than your PCP in order for the visit to be covered. The Referral authorizes the specific number of visits that you may make to a Provider within a specified period of time. If you receive treatment from a Provider other than your PCP without a Referral from your PCP, the treatment is not covered, and you will be responsible for paying 100% of the associated costs.

## **Changing Primary Care Physicians**

You may voluntarily change Your PCP but not more than once in any calendar month. We reserve the right to determine the number of times during a plan Year that You will be allowed to change Your PCP. You may request a change from one Primary Care Physician to another by going to [mycigna.com](http://mycigna.com), clicking on “Manage My Health Team”, click “Additional info on PCP selection”, and follow the directions displayed or by contacting Us at the Customer Service number on Your ID card.

In addition, if at any time a Primary Care Physician ceases to be a Participating Provider, We will notify You 30 days in advance, for the purpose of selecting a new Primary Care Physician.

## **If Your PCP Leaves the Network**

If Your PCP or In-Network specialist ceases to be a Participating Physician, We will notify You in writing of his or her impending termination at least 30 days in advance of the date the PCP leaves the network and provide assistance in selecting a new PCP or identifying a new In-Network specialist to continue providing Covered Services. If you do not choose a PCP after being notified that your PCP is no longer a Participating Provider, We will select a PCP for you. If You are receiving treatment from a Participating Provider at the time his or her Participating Provider agreement is terminated, for reasons other than medical incompetence or professional misconduct, You may be eligible for continued care with that Provider.

## **Exceptions to the Referral process**

If You are a female Insured Person, You may visit a qualified Participating Provider for covered obstetrical and gynecological services, as defined in "Comprehensive Benefits: What the Policy Pays For," without a Referral from Your PCP.

You do not need a PCP Referral for Virtual visits with a Telehealth Connection Program Physician.

If You are an Insured Person under age 19, You may visit a network dentist for Pediatric Dental Benefits or a Provider in Cigna's vision network for Pediatric Vision Benefits without a Referral from Your PCP.

You do not need a Referral from Your PCP for Emergency Services as defined in the "Definitions." In the event of an emergency, get help immediately. Go to the nearest emergency room, the nearest Hospital or call or ask someone to call 911 or Your local emergency service, police or fire department for help. You do not need a Referral from Your PCP for Emergency Services, but You do need to call Your PCP as soon as possible for further assistance and advice on follow-up care.

In an emergency, You should seek immediate medical attention and then as soon as possible thereafter You need to call Your PCP for further assistance and advice on follow-up care.

In an urgent care situation a Referral is not required but You should, whenever possible, contact Your PCP for direction prior to receiving services.

You may also visit a qualified Participating Provider for covered Pediatric Vision Care Services and Pediatric Dental Care Services, as defined in "Comprehensive Benefits: What the Policy Pays For", without a Referral from Your PCP.

## **Standing Referral to Specialist**

You may apply for a standing Referral to a Provider other than Your PCP when all of the following conditions apply:

1. You are enrolled for coverage under this Policy;
2. You have a disease or condition that is life threatening, degenerative, chronic or disabling;
3. Your PCP in conjunction with an In-Network specialist determines that Your care requires another Provider's expertise;
4. Your PCP determines that Your disease or condition will require ongoing medical care for an extended period of time;
5. The standing Referral is made by Your PCP to an In-Network specialist who will be responsible for providing and coordinating Your specialty care; and
6. The In-Network specialist is authorized by Cigna to provide the services under the standing referral.

We may limit the number of visits and time period for which You may receive a standing Referral. If You receive a standing Referral or any other Referral from Your PCP, that Referral remains in effect even if the PCP ceases to be a Participating Physician. If the treating specialist leaves Cigna's network or You cease to be an Insured Person, the standing Referral expires.

## **Continuity of Care**

There may be instances in which Your PCP or specialist ceases to be a Participating Physician. In such cases, You will be notified and provided assistance in selecting a new PCP or identifying a new specialist who is a Participating Physician to continue providing Covered Services. However, under certain medical circumstances, We may continue to reimburse Covered Expenses from Your PCP or a specialist You've been seeing at the Participating Provider benefit level even though he or she is no longer affiliated with Cigna's network. If You are undergoing an active course of treatment for an acute or chronic condition and continued treatment is Medically Necessary, You may be eligible to receive continuing care from the Non-Participating Provider for a specified time, subject to the treating Provider's agreement. You may also be eligible to receive continuing care if You are in Your second or third trimester of pregnancy. In this case, continued care may be extended through Your delivery and include a period of postpartum care.

Such continuity of care must be approved in advance by Cigna, and Your Physician must agree to accept Our reimbursement rate and to abide by Cigna's policies and procedures and quality assurance requirements. There may be additional circumstances where continued care by a Provider who ceases to be a Participating Provider will not be available, such as when the Provider loses his/her license to practice or retires.

You may request continuity of care from Cigna after Your Participating Provider's termination from Cigna's network; start by calling the toll-free number on Your ID card. Continuity of care must be Medically Necessary and approved in advance by Us. Continuity of care will cease upon the earlier of:

- Successful transition of Your care to a Participating Provider; or
- Completion of Your treatment; or
- The next open enrollment period; or
- The length of time approved for continuity of care ends.

## **Confined to a Hospital**

If You are confined in a Hospital on the Effective date of Your coverage, You must notify Us of such a hospitalization within two (2) days, or as soon as reasonably possible thereafter. When You are enrolled as an Insured Person, You agree to permit Cigna to assume direct coordination of Your health care. We reserve the right to transfer You to the care of a Participating Provider and/or Participating Hospital if Cigna, in consultation with Your attending Physician, determines that it is medically safe to do so.

If You are hospitalized on the Effective Date of coverage and You fail to notify Us of this hospitalization, refuse to permit Us to coordinate Your care, or refuse to be transferred to the care of a Participating Provider or Participating Hospital, We will not be obligated to pay for any medical or Hospital expenses that are related to Your hospitalization following the first two (2) days after Your coverage begins.



## Important Information Regarding Benefits

### Prior Authorization Program

Cigna provides You with a comprehensive personal health solution medical management program which focuses on improving quality outcomes and maximizes value for You.

### **PRIOR AUTHORIZATION FOR INPATIENT SERVICES**

**Prior Authorization is required for all non-emergency inpatient admissions, and certain other admissions, in order to be eligible for benefits. FAILURE TO OBTAIN PRIOR AUTHORIZATION PRIOR TO AN ELECTIVE ADMISSION to a Hospital or certain other facilities MAY RESULT IN A PENALTY OR LACK OF COVERAGE FOR THE SERVICES PROVIDED.**

**Prior Authorization can be obtained by You, Your Family Member(s) or the Provider by calling the number on the back of Your ID card.**

**To verify Prior Authorization requirements for inpatient services, including which other types of facility admissions require Prior Authorization, You can:**

- call Cigna at the number on the back of Your ID card, or
- check [www.mycigna.com](http://www.mycigna.com), under “Coverage” then select “Medical”.

**Please note that emergency admissions will be reviewed post admission.**

Inpatient Prior Authorization reviews both the necessity for the admission and the need for continued stay in the Hospital.

### **PRIOR AUTHORIZATION FOR OUTPATIENT SERVICES**

**Prior Authorization is also required for certain outpatient procedures and services in order to be eligible for benefits. FAILURE TO OBTAIN PRIOR AUTHORIZATION PRIOR TO CERTAIN ELECTIVE OUTPATIENT PROCEDURES AND SERVICES MAY RESULT IN A PENALTY OR LACK OF COVERAGE FOR THE SERVICES PROVIDED.**

**Prior Authorization can be obtained by You, Your Family Member(s) or the Provider by calling the number on the back of Your ID card.** Outpatient Prior Authorization should only be requested for non-emergency procedures or services, at least four working days (Monday through Friday) prior to having the procedure performed or the service rendered.

**To verify Prior Authorization requirements for outpatient procedures and services, including which procedures and services require Prior Authorization, You can:**

- call Cigna at the number on the back of Your ID card, or
- check [www.mycigna.com](http://www.mycigna.com), under “Coverage” then select “Medical”.

**PRIOR AUTHORIZATION IS NOT A GUARANTEE OF PAYMENT.** Prior Authorization does not guarantee payment of benefits. Coverage is always subject to other requirements of this Policy limitations and exclusions, payment of Premium and eligibility at the time care and services are provided.

### **Retrospective Review**

If Prior Authorization was not performed, Cigna will use retrospective review to determine if a scheduled or Emergency admission was Medically Necessary. In the event the services are determined to be Medically Necessary, benefits will be provided as described in this Policy. If it is determined that a service was not Medically Necessary, the Insured Person is responsible for payment of the Charges for those services.

## **PRIOR AUTHORIZATION FOR PRESCRIPTION DRUGS**

Prior Authorization is required for certain Prescription Drugs and Related Supplies. **For complete, detailed information about Prescription Drug authorization procedures, exceptions and Step Therapy, please refer to the section of this Policy titled “Prescription Drug Benefits”.**

**To verify Prior Authorization requirements for Prescription Drugs and Supplies, including which Prescription Drugs and Supplies require Authorization, You can:**

- call Cigna at the number on the back of Your ID card, or
- log on to <http://www.cigna.com/ifp-drug-list>.

## **NOTE REGARDING PRIOR AUTHORIZATION OF INPATIENT SERVICES, OUTPATIENT SERVICES AND PRESCRIPTION DRUGS**

Some services or therapies may require you to use particular Providers approved by Cigna for the particular service or therapy, and will not be covered if you receive them from any other Provider regardless of participation status.

**BENEFIT SCHEDULE**

The following is the Policy Benefit Schedule, including medical, prescription drug and pediatric vision benefits. The Policy sets forth, in more detail, the rights and obligations of all Insured Persons and Cigna. It is, therefore, important that all Insured Persons **READ THE ENTIRE POLICY CAREFULLY!**

**Remember, services from Non-Participating (Out-of-Network) Providers are not covered except for initial care to treat and Stabilize an Emergency Medical Condition. For additional details see the “How The Policy Works” section of Your Policy.**

<b>BENEFIT INFORMATION</b>	<b>PARTICIPATING PROVIDER (Based on the Negotiated Rate) for Covered Expenses YOU PAY:</b>
<p><b>Note:</b> Covered Services are subject to applicable Deductible unless specifically waived.</p>	
<b>Medical Benefits</b>	
<b>Deductible</b>	<b>YOU PAY:</b>
<b>Individual</b>	\$7,500
<b>Family</b>	\$15,000
Deductible applies unless specifically waived.	
<b>Co-insurance</b>	<b>YOU PAY:</b>
	50%
<b>Out-of-Pocket Maximum</b>	<b>YOU PAY:</b>
Individual	\$8,150
Family	\$16,300
The following do not accumulate to the Out-of-Pocket Maximum: Penalties and Policy Maximums.	

**BENEFIT INFORMATION****PARTICIPATING PROVIDER****Note:****(Based on the Negotiated Rate) for Covered Expenses****Covered Services are subject to applicable Deductible unless specifically waived.****YOU PAY:****Prior Authorization Program****Prior Authorization – Inpatient Services****Your Participating Provider must obtain approval for inpatient admissions; or Your Provider may be assessed a penalty for non-compliance.****Prior Authorization – Outpatient Services****Your Participating Provider must obtain approval for selected outpatient procedures and services; or Your Provider may be assessed a penalty for non-compliance.**

NOTE: Please refer to the section on Prior Authorization of inpatient and outpatient services for more detailed information. You can obtain a complete list of admissions, services and procedures that require Prior Authorization by calling Cigna at the number on the back of Your ID card or at [www.mycigna.com](http://www.mycigna.com) under "Coverage" then select "Medical".

**All Preventive Well Care Services****YOU PAY:**

Please refer to "Comprehensive Benefits: What the Policy Pays For" section of this Policy for additional details

0%, Deductible waived

**Note:** Voluntary sterilization for men is covered at the regular benefit level.

**BENEFIT INFORMATION****PARTICIPATING PROVIDER****Note:****(Based on the Negotiated Rate) for Covered Expenses****Covered Services are subject to applicable Deductible unless specifically waived.****YOU PAY:**

**Pediatric Vision Care Performed by an Ophthalmologist or Optometrist**  
for Insured Persons less than 19 years of age.

**YOU PAY:**

**Please be aware that the Pediatric Vision network is different from the network for Your medical benefits**

**Comprehensive Eye Exam and Refraction for Children**  
Limited to one exam per year

0% per exam, Deductible waived

**Eyeglasses and Lenses for Children**

0% per pair, Deductible waived

**Therapeutic Contact Lenses for Children**  
Limited to one year's supply

0% per pair, Deductible waived

**Elective Contact Lenses for Children**  
Limited to one pair per Year

0% per pair, Deductible waived

**Note:** Routine vision screening performed by a PCP or pediatrician is covered under the Preventive Services benefit.

**Physician Services****YOU PAY:****Office Visit**

**Primary Care Physician (PCP)**

\$50 Copayment per office visit, Deductible waived

**Specialist**, (including consultant, Referral and second opinion services), **with PCP Referral and/or Authorization**

50%

**Note:** if You have an Office Visit Copayment, Your Copayment for OB/GYN visits will depend on whether Your doctor is listed as a PCP or as a specialist in the Provider directory.

**BENEFIT INFORMATION****PARTICIPATING PROVIDER****Note:****(Based on the Negotiated Rate) for Covered Expenses****Covered Services are subject to applicable Deductible unless specifically waived.****YOU PAY:**

<p><b>Physician Services, continued</b></p> <p><b>Surgery in Physician’s office</b></p> <p><b>Outpatient Professional Fees</b>(including surgery, anesthesia, diagnostic procedures, dialysis, radiation therapy)</p> <p><b>Inpatient Surgery, Anesthesia, Radiation Therapy, Chemotherapy</b></p> <p><b>In-hospital visits</b></p> <p><b>Allergy testing and treatment/injections</b></p>	<p><b>YOU PAY:</b></p> <p>50%</p> <p>50%</p> <p>50%</p> <p>50%</p> <p>50%</p>
<p><b>Cigna Telehealth Connection Services</b></p> <ul style="list-style-type: none"> <li>▪ Virtual visit with a <b>Cigna Telehealth Connection Physician</b> Limited to minor acute medical conditions</li> </ul> <p>Note: if a Cigna Telehealth Connection Physician issues a Prescription, that Prescription is subject to all Policy, Prescription Drug benefits, limitations and exclusions.</p> <ul style="list-style-type: none"> <li>▪ <b>Covered Services from any other Participating Physician delivered by Virtual means</b> Not limited to minor acute medical conditions</li> </ul>	<p><b>YOU PAY:</b></p> <p>\$0, Deductible waived</p> <p>Same benefit as when service provided in person</p>
<p><b>Indian Health Program / Tribal Health Program Services*</b></p> <p>Any Covered Services provided by an Indian Health Program or Tribal Health Program</p> <p>Note: these benefits apply only to an Insured Person who is either a member of a federally-recognized Native American tribe or an Alaska Native.</p> <p><b>* see the Definitions section in the Policy for additional information on “Indian Health Program” and the “Tribal Health Program”</b></p>	<p><b>YOU PAY:</b></p> <p>0%, Deductible waived</p>

**BENEFIT INFORMATION****PARTICIPATING PROVIDER****Note:****(Based on the Negotiated Rate) for Covered Expenses****Covered Services are subject to applicable Deductible unless specifically waived.****YOU PAY:**

<b>Hospital Services</b> <b>Inpatient Hospital Services</b> Facility Charges  Professional Charges  <b>Emergency Admissions</b>	<b>YOU PAY:</b>  50%  50%  Benefits are shown in the Emergency Services schedule
<b>Outpatient Facility Services</b> Including Diagnostic and Free-Standing Outpatient Surgical and Outpatient Hospital facilities	<b>YOU PAY:</b> 50%
<b>Advanced Radiological Imaging</b> (including MRI's, MRA's, CAT Scans, PET Scans) Facility and interpretation charges	<b>YOU PAY:</b> 50%
<b>All Other Laboratory and Radiology Services</b> Facility and interpretation charges  <b>Physician's Office</b>  <b>Free-standing Independent lab or x-ray facility</b>  <b>Outpatient hospital lab or x-ray</b>	<b>YOU PAY:</b>  50%  50%  50%
<b>Rehabilitative Services</b>  Maximum of 20 visits per Insured Person, per Calendar Year for all therapies combined.  Maximum does not apply to services for treatment of Autism Spectrum Disorders.  <b>Physical Therapy</b>  <b>Occupational Therapy</b>  <b>Speech Therapy</b>	<b>YOU PAY:</b>      50%  50%  50%

**BENEFIT INFORMATION****PARTICIPATING PROVIDER  
(Based on the Negotiated Rate) for  
Covered Expenses  
YOU PAY:****Note:****Covered Services are subject to applicable  
Deductible unless specifically waived.**

<b>Cardiac &amp; Pulmonary Rehabilitation</b>  Maximum of 5 visits per Insured Person, per Calendar Year	<b>YOU PAY:</b>  50%
<b>Habilitative Services</b>  Maximum of 20 visits per Insured Person, per Calendar Year for all therapies combined.  Maximums for rehabilitative services do not apply to Habilitative services.  <b>Note:</b> Maximum does not apply to services for treatment of Autism Spectrum Disorders	<b>YOU PAY:</b>  50%
<b>Women’s Contraceptive Services, Family Planning and Sterilization</b>	<b>YOU PAY:</b>  \$, Deductible waived
<b>Male Sterilization</b>	<b>YOU PAY:</b>  Copay or Coinsurance applies for specific benefit provided
<b>Maternity (Pregnancy and Delivery)/ Complications of Pregnancy</b>  <b>Initial Office Visit to confirm pregnancy</b> and subsequent prenatal visits billed separately from the “global” fee  <b>Prenatal services, Postnatal and Delivery</b> billed as “global” fee  <b>Hospital Delivery</b>  <b>Prenatal testing or treatment</b> billed separately from “global” fee  <b>Postnatal visit or treatment</b> billed separately from “global” fee	<b>YOU PAY:</b>  PCP or Specialist Office Visit benefit applies  50%  Inpatient Hospital Services benefit applies  Copay or Coinsurance applies for specific service provided  Copay or Coinsurance applies for specific service provided



**BENEFIT INFORMATION****PARTICIPATING PROVIDER****Note:****(Based on the Negotiated Rate) for Covered Expenses****Covered Services are subject to applicable Deductible unless specifically waived.****YOU PAY:**

<p><b>Autism Spectrum Disorders</b></p> <p><b>Diagnosis of Autism Spectrum Disorder</b></p> <p><b>Office Visit</b></p> <p><b>Diagnostic testing</b></p> <p><b>Treatment of Autism Spectrum Disorder</b> (see "Comprehensive Benefits: What the Policy Pays For" section for specific information about what services are covered)</p>	<p><b>YOU PAY:</b></p> <p>PCP or Specialist Office Visit benefit applies</p> <p>50%</p> <p>Copay or Coinsurance applies for specific benefit provided</p>
<p><b>Inpatient Services at Other Health Care Facilities</b></p> <p>Including Skilled Nursing, Rehabilitation Hospital and Sub-Acute Facilities</p> <p>Maximum of 30 days per Insured Person per Calendar Year for all facilities listed</p>	<p><b>YOU PAY:</b></p> <p>50%</p>
<p><b>Home Health Care Services</b></p> <p>Maximum 30 visits per Insured Person, per Calendar Year.</p>	<p><b>YOU PAY:</b></p> <p>50%</p>
<p><b>Durable Medical Equipment</b></p>	<p><b>YOU PAY:</b></p> <p>50%</p>
<p><b>Prosthetics</b></p>	<p><b>YOU PAY:</b></p> <p>50%</p>
<p><b>Hospice</b></p> <p><b>Inpatient</b></p> <p><b>Outpatient</b></p>	<p><b>YOU PAY:</b></p> <p>Inpatient Hospital Services benefit applies</p> <p>50%</p>

**BENEFIT INFORMATION****PARTICIPATING PROVIDER****Note:****(Based on the Negotiated Rate) for Covered Expenses****Covered Services are subject to applicable Deductible unless specifically waived.****YOU PAY:**

<b>Dialysis</b> <b>Inpatient</b> <b>Outpatient</b>	<b>YOU PAY:</b> Inpatient Hospital Services benefit applies 50%
<b>Mental Health</b> <b>Inpatient</b> (includes Acute and Residential Treatment)  <b>Outpatient</b> (includes individual, group, intensive outpatient and partial hospitalization) Office Visit  All other outpatient services	<b>YOU PAY:</b> 50%  50%  50%
<b>Substance Use Disorder</b> <b>Inpatient Rehabilitation</b> (includes Acute and Residential Treatment)  <b>Inpatient Detoxification</b>  <b>Outpatient</b> (includes individual, group, intensive outpatient and partial hospitalization) Office visit  All other outpatient services	<b>YOU PAY:</b> 50%  50%  50%  50%

**BENEFIT INFORMATION****PARTICIPATING PROVIDER****Note:****(Based on the Negotiated Rate) for Covered Expenses****Covered Services are subject to applicable Deductible unless specifically waived.****YOU PAY:**

<p><b>Organ and Tissue Transplants</b></p> <p>(Note: Ventricular assist devices are <b>only</b> covered at a LifeSOURCE facility. See benefit detail in “Comprehensive Benefits: What the Policy Pays For” for covered procedures and other benefit limits which may apply.)</p> <p><b>Cigna LifeSOURCE Transplant Network® Facility</b></p> <p><b>Non-LifeSOURCE Participating Facility specifically contracted to perform Transplant Services</b></p> <p><b>Participating Facility NOT specifically contracted to perform Transplant Services</b></p>	<p><b>YOU PAY:</b></p> <p>0%</p> <p>50%</p> <p>Not Covered</p>
<p><b>Ventricular Assist Device Services</b></p> <p>Cigna LifeSOURCE Transplant Network® Facility</p> <p>Non-LifeSOURCE Facility (Participating or Non-Participating)</p>	<p><b>YOU PAY:</b></p> <p>0%</p> <p>Not Covered</p>
<p><b>Infusion and Injectable Medications and related services or supplies</b></p> <p>Administered by a medical professional in an office or outpatient facility</p>	<p><b>YOU PAY:</b></p> <p>50%</p>

## Emergency Services

This Policy covers Emergency Services from Participating and Non-Participating Providers; Covered Services are subject to applicable Deductible unless specifically waived.

**What You Pay**  
For **Participating Providers**  
based on the Negotiated Rate  
for Covered Expenses

**What You Pay**  
For **Non-Participating Providers**  
based on the Maximum  
Reimbursable Charge  
for Covered Expenses

Please note: In addition to the cost-sharing amounts described below, You may be responsible for additional charges including, but not limited to: (a) charges for non-Covered Services and (b) charges for services performed by Non-Participating Providers that are in excess of the Maximum Reimbursable Charge.

	<b>You Pay:</b>	<b>You Pay:</b>
<ul style="list-style-type: none"> <li><b>Hospital Emergency Room</b></li> </ul>		
<b>Emergency Medical Condition</b>	50%	50%
<b>Non-Emergency Medical Condition</b>	Not Covered (You pay 100% of Charges)	Not Covered (You pay 100% of Charges)
<ul style="list-style-type: none"> <li><b>Urgent Care Center Facility</b></li> </ul>		
<b>Emergency Medical Condition</b>	\$60 Copayment, Deductible waived per visit	\$60 Copayment, Deductible waived per visit
<b>Non-Emergency Medical Condition</b>	\$60 Copayment, Deductible waived per visit	Not Covered (You pay 100% of Charges)
<ul style="list-style-type: none"> <li><b>Ambulance Services</b> <b>Note:</b> coverage for Medically Necessary transport: to the nearest facility capable of handling the Emergency Medical Condition</li> </ul>		
<b>Emergency Transport</b>	50% for Ground or Air transport	50% for Ground or Air transport

<b>Emergency Services</b> This Policy covers Emergency Services from Participating and Non-Participating Providers; Covered Services are subject to applicable Deductible unless specifically waived.	<b>What You Pay</b> <b>For Participating Providers</b> based on the Negotiated Rate for Covered Expenses	<b>What You Pay</b> <b>For Non-Participating Providers</b> based on the Maximum Reimbursable Charge for Covered Expenses
<b>Inpatient Hospital Services (for emergency admission to an acute care Hospital)</b>  <ul style="list-style-type: none"> <li> <b>Hospital Facility Charges</b>                (Emergency Services from a Non-Participating Provider are covered at the In-Network benefit level until the patient is transferrable to a Participating facility. Non-Participating facility benefits are not covered once the patient can be transferred, whether or not the transfer takes place.)             </li> <li> <b>Professional Services</b> </li> </ul>	<p>50%</p> <p>50%</p>	<p>In-Network Cost Share until transferable to an In-Network Hospital; if not transferred then Not Covered</p> <p>In-Network Cost Share until transferable to an In-Network Hospital; if not transferred then Not Covered</p>

<b>BENEFIT INFORMATION</b>	<b>RETAIL PHARMACY YOU PAY:</b>	<b>EXPRESS SCRIPTS PHARMACY, Cigna's HOME DELIVERY PHARMACY YOU PAY:</b>
<b>AMOUNTS SHOWN ARE YOUR RESPONSIBILITY AFTER ANY APPLICABLE DEDUCTIBLE HAS BEEN SATISFIED</b>		
<b>Prescription Drugs Benefits</b>		
<p><b>Note:</b>  You can obtain a 30 day supply of any covered Prescription Drug or Related Supply at any Participating Retail Pharmacy. You can obtain up to a 90 day supply of any covered Prescription Drug or Related Supply at either a 90 Day Retail Pharmacy or through the Express Scripts Pharmacy, Cigna's home delivery Pharmacy.</p> <p>In the event that You request a Brand Name Drug that has a Generic equivalent, You will be financially responsible for the amount by which the cost of the Brand Name Drug exceeds the cost of the Generic Drug, plus the Generic Copayment or Coinsurance shown in this Benefit Schedule.</p>		
<b><u>Prescription Drug Deductible</u></b>	<b>No separate Prescription Drug. Deductible shown in Benefit Schedule applies to Prescription Drugs.</b>	
	<b>Cigna Retail Pharmacy Drug Program YOU PAY PER PRESCRIPTION OR REFILL:</b>	<b>Express Scripts Pharmacy, Cigna's home delivery Pharmacy YOU PAY PER PRESCRIPTION OR REFILL:</b>
<p><b>Tier 1:</b> This tier typically includes preferred Generic Drugs. These drugs have the same strength, and active ingredients as Brand Name Drugs, but often cost much less. Preferred Generic Drugs are covered at the plan's lowest Cost Share.</p>	<p>\$10 Copayment, Deductible waived per Prescription or refill</p> <p>30 day supply - at any Participating Pharmacy or Up to a 90 day supply at a 90 Day Retail Pharmacy. You pay a Copay for each 30 day supply.</p>	<p>\$30 per Prescription or refill</p> <p>Up to a 90 day maximum supply</p>
<p><b>Tier 2:</b> This tier typically includes most Generic Drugs and some low cost Brand Name Drugs. Generic Drugs have the same strength and active ingredients as Brand Name Drugs, but often cost much less.</p>	<p>50% per Prescription or refill</p> <p>30 day supply - at any Participating Pharmacy or Up to a 90 day supply at a 90 Day Retail Pharmacy</p>	<p>50% per Prescription or refill</p> <p>Up to a 90 day maximum supply</p>

<b>BENEFIT INFORMATION</b>	<b>RETAIL PHARMACY YOU PAY:</b>	<b>EXPRESS SCRIPTS PHARMACY, Cigna's HOME DELIVERY PHARMACY YOU PAY:</b>
<b>AMOUNTS SHOWN ARE YOUR RESPONSIBILITY AFTER ANY APPLICABLE DEDUCTIBLE HAS BEEN SATISFIED</b>		
<p><b>Tier 3:</b> This tier typically includes preferred Brand Name Drugs and some high cost Generic Drugs.</p>	<p>50% per Prescription or refill</p> <p>30 day supply - at any Participating Pharmacy or Up to a 90 day supply at a 90 Day Retail Pharmacy</p>	<p>50% per Prescription or refill</p> <p>Up to a 90 day maximum supply</p>
<p><b>Tier 4:</b> This tier typically includes non-preferred Brand Name Drugs and some high cost Generic Drugs.</p>	<p>50% per Prescription or refill</p> <p>30 day supply at any Participating Pharmacy or Up to a 90 day supply – at a 90 Day Retail Pharmacy</p>	<p>50% per Prescription or refill</p> <p>Up to a 90 day maximum supply</p>
<p><b>Tier 5:</b> This tier typically includes Specialty Medications and high cost Generic and Brand Name Drugs.</p>	<p>50% per Prescription or refill</p> <p>30 day supply at any Participating Pharmacy or Up to a 30 day supply at a 90 Day Retail Pharmacy</p>	<p>40% per Prescription or refill</p> <p>Up to a 30 day maximum supply</p>
<p><b>Preventive Drugs regardless of Tier</b></p> <p>Drugs designated by the Patient Protection and Affordable Care Act of 2010 as Preventive, including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ women's contraceptives that are Prescribed by a Physician and Generic, or Brand Name with no Generic alternative available; and</li> <li>▪ smoking cessation products, limited to a maximum of 2 90 day regimens</li> </ul>	<p>0%, Deductible waived per Prescription or refill</p> <p>30 day supply - at any Participating Pharmacy or Up to a 90 day supply at a 90 Day Retail Pharmacy</p>	<p>0%, Deductible waived per Prescription or refill</p> <p>Up to a 90 day maximum supply</p>

## **Definitions**

The following definitions contain the meanings of key terms used in this Policy. Throughout this Policy, the terms defined appear with the first letter of each word in capital letters.

**90 Day Retail Pharmacy** is a Participating Retail Pharmacy that provides all the Covered Services of any other Participating Retail Pharmacy, and also, through an agreement with Cigna, or with an organization contracting on Cigna's behalf, dispenses up to a 90 Day supply of Prescription Drugs or Related Supplies. Please note: not every Participating Pharmacy is a 90 Day Retail Pharmacy, however every Participating Pharmacy can provide a 30 day supply of Prescription Drugs or Related Supplies.

**Acceptable Third Party Payor** means one or more of the following:

1. the Ryan White HIV/AIDS Program established under Title XXXVI of the Public Health Service Act;
2. an Indian tribe, tribal organization, or urban Indian organization;
3. a local, State or Federal government program, including a grantee directed by a government program to make payments on its behalf; or
4. an independent private entity that (i) is organized as a not-for-profit organization under State law, (ii) has received a determination from the Internal Revenue Service that the entity qualifies for an exemption from federal income tax under 26 U.S.C. § 501(c)(3), and (iii) makes payments on Your behalf solely on the basis of publically available criteria and does not in any way consider the health status of any Insured Person in determining whether to make such payments on Your behalf.

**Annual, Calendar Year, Year** is a 12-month period beginning each January 1 at 12:01 a.m. Eastern Time.

**Annual Open Enrollment Period** means the designated period of time during each Calendar Year, when individuals can apply for coverage for the following Year. The Annual Open Enrollment Period is set by the federal government, and the beginning and ending dates are subject to change each Year.

**Applied Behavior Analysis** means the design, implementation, and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relations between environment and behavior.

**Autism Spectrum Disorders** means pervasive developmental disorders as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, including autism, Asperger's disorder, and pervasive developmental disorders not otherwise specified.

**Brace** is an Orthosis or orthopedic appliance that supports or holds in correct position any movable part of the body and that allows for motion of that part.

**Brand Name Drug** (Brand Name) means a Prescription Drug that Cigna identifies as a Brand Drug across its book-of-business, principally based on available data resources, including, but not limited to, First DataBank or another nationally recognized drug indicator source, that classify drugs or biologics as either Brand or Generic based on a number of factors. Not all products identified as a "Brand Name" by the manufacturer, Pharmacy, or your Physician may be classified as a Brand Drug under the Policy.



**Business Decision Team** is a committee comprised of voting and non-voting representatives across various business units of Cigna or its affiliates that is duly authorized by Cigna to make recommendations regarding coverage treatment of Prescription Drugs and Related Supplies based on clinical findings provided by the P&T Committee, including, but not limited to, decisions regarding tier placement and application of utilization management to Prescription Drugs and Related Supplies.

**Charges** means the actual billed Charges; except when the Provider has contracted directly or indirectly with Cigna for a different amount, including where Cigna has directly or indirectly contracted with an entity to arrange for the provision of Covered Services through contracts with Providers of such services and/or supplies.

**Cigna, We, Our, and Us** mean Cigna (Cigna Health and Life Insurance Company), or an affiliate. Cigna is a licensed and regulated insurance company operating throughout the United States.

**Cigna LifeSOURCE Transplant Facility** is a facility with a transplant program that is included in the Cigna LifeSOURCE Transplant Network®.

**Cigna Telehealth Connection** refers to a Covered Service delivered through Virtual means.

**Cigna Telehealth Connection Physician** refers to a Physician who is part of a designated network from one or more organizations contracted with Cigna to provide Virtual treatment for minor acute medical conditions.

**Cigna Telehealth Connection Physician Service** means a Telehealth visit, initiated by the Insured Person and provided by a Cigna Telehealth Connection Physician, providing Virtual treatment for minor acute medical conditions such as a cold, flu, sore throat, rash or headache.

Note: the network that provides Cigna Telehealth Connection Physicians is separate from the Policy network, and is only available for services detailed under “Cigna Telehealth Connection” in the “Comprehensive Benefits: What the Policy Pays For” section of this Policy.

**Coinsurance** means the percentage of Covered Expenses the Insured Person is responsible for paying after applicable Deductibles are satisfied. **Coinsurance does not include Copayments. Coinsurance also does not include Charges for services that are not Covered Services or Charges in excess of Covered Expenses, or Charges which are not Covered Expenses under this Policy.**

**Copayment / Copay** means a set dollar amount of Covered Expenses the Insured Person is responsible for paying. Copayment does not include Charges for services that are not Covered Services or Charges in excess of Covered Expenses. Copayments are calculated separately from Coinsurance.

**Cosmetic Surgery** is performed to change the appearance of otherwise normal looking characteristics or features of the patient's body. A physical feature or characteristic is normal looking when the average person would consider that feature or characteristic to be within the range of usual variations of normal human appearance. **Cosmetic Surgery Note: Cosmetic Surgery does not become Reconstructive Surgery because of psychological or psychiatric reasons.**

**Cost Share** is the Deductible, Copayment and Coinsurance amounts You are responsible to pay under the Policy.

**Covered Expenses** are the expenses incurred for Covered Services under this Policy which Cigna will consider for payment under this Policy. Covered Expenses are:

- The Negotiated Rate for Covered Services from Participating Providers.
- The Maximum Reimbursable Charge for Covered Services from Non-Participating Providers.

As determined by Cigna, Covered Expenses will include all Charges made by an entity that has directly or indirectly contracted with Cigna to arrange, through contracts with Providers for the provision of any Covered Services

Covered Expenses may be limited by other specific maximums described in this Policy. Covered Expenses are subject to applicable Deductibles and other benefit limits. **An expense is incurred on the date the Insured Person receives the service or supply.** Covered Expenses may be less than the amount that is actually billed.

**Covered Services** are Medically Necessary services or supplies that:

- a. are listed in the benefit sections of this Policy, and
- b. are not specifically excluded by the Policy, and
- c. are provided by a Provider that is:
  - (i) licensed in accordance with any applicable Federal and state laws,
  - (ii) if a Hospital, accredited by the Joint Commission on the Accreditation of Healthcare Organizations or by another appropriately licensed organization, and
  - (iii) acting within the scope of the Provider's license and (if applicable) accreditation.

**Custodial Care** is any service that is of a sheltering, protective, or safeguarding nature. Such services may include a stay in an institutional setting, at-home care, or nursing services to care for someone because of age or mental or physical condition. This service primarily helps the person in performing activities of daily living. Custodial care also can provide medical services, given mainly to maintain the person's current state of health. These services cannot be intended to greatly improve a medical condition; they are intended to provide care while the patient cannot care for himself or herself. Custodial Services include but are not limited to:

- Services related to watching or protecting a person;
- Services related to performing or assisting a person in performing any activities of daily living, such as: (a) walking, (b) grooming, (c) bathing, (d) dressing, (e) getting in or out of bed, (f) eating, (g) preparing foods, or (h) taking medications that can be self-administered; and
- Services not required to be performed by trained or skilled medical or paramedical personnel.

**Deductible** means the amount of Covered Expenses each Insured Person must pay for Covered Services each Year before benefits are available under this Policy.

**Dental Prostheses** are dentures, crowns, caps, bridges, clasps, habit appliances, and partials.

**Diabetes Equipment** includes, but is not limited to, blood glucose monitors, including monitors designed to be used by blind persons; insulin pumps and associated appurtenances; including insulin infusion devices, batteries, skin preparation items, adhesive supplies, infusion sets, insulin cartridges, durable and disposable devices in the injection of insulin and any other required disposable supplies; and podiatric appliances for the prevention of complications associated with diabetes. The repair or maintenance of insulin pumps not covered under a manufacturer's warranty and rental fees for pumps during the repair and necessary maintenance of insulin pumps, neither of which shall exceed the purchase price of a similar replacement pump.

**Diabetes Pharmaceuticals & Supplies** include, but are not limited to, test strips for blood glucose monitors; visual reading and urine test strips; tablets which test for glucose, ketones and protein; blood glucose monitors on Cigna's Prescription Drug List; lancets and lancet devices; insulin and insulin analogs, injection aids; including devices used to assist with insulin injection and needle less systems; syringes and needles, biohazard disposal containers, prescriptive and non-prescriptive oral agents for controlling blood sugar levels; and glucagon emergency kits.

**Diabetes Self-Management Training** is instruction in an outpatient setting which enables a diabetic patient to understand the diabetic management process and daily management of diabetic therapy as means of avoiding frequent hospitalization and complications.

**Durable Medical Equipment** is defined as items which:

- are designed for and able to withstand repeated use by more than one person;
- customarily serve a therapeutic purpose with respect to a particular Illness or Injury, as certified in writing by the attending medical Provider;
- generally are not useful in the absence of Illness or Injury;
- are appropriate for use in the home;
- are of a truly durable nature, and
- are not disposable.

Such equipment includes, but is not limited to, crutches, hospital beds, wheel chairs, respirators, and dialysis machines.

**Effective Date** is the date on which coverage under this Policy begins for You and any of Your Family Member(s).

**Emergency Medical Condition** means a medical condition which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention at a Hospital Emergency Department to result in:

- 1) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- 2) serious impairment to bodily functions; or
- 3) serious dysfunction of any bodily organ or part.

**Emergency Services** means, with respect to an Emergency Medical Condition:

- (a) a medical screening examination that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate the Emergency Medical Condition; and
- (b) such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the Hospital, to Stabilize the patient.

**Enrollment Area** is any place that is within the counties, cities and/or zip code areas in the state of Utah that has been designated by Cigna as the area where this Policy is available for enrollment.

**Essential Health Benefits:** To the extent covered under this Policy, expenses incurred with respect to Covered Services, in at least the following categories: ambulatory patient services, Emergency Services, hospitalization, maternity and newborn care, mental health and substance use disorder services, including behavioral health treatment, Prescription Drugs, rehabilitative and Habilitative Services and devices, laboratory services, preventive and wellness services and chronic disease management and pediatric services, including oral and vision care.

**Experimental / Investigational / Unproven Procedures:** a drug, device or medical treatment or procedure is considered Experimental or Investigational or Unproven if:

- it has not been demonstrated through existing peer-reviewed, evidence-based scientific literature to be safe and effective for treating or evaluating the condition or illness for which it is proposed; or
- it has not been given approval for marketing by the United States Food & Drug Administration at the time it is furnished and such approval is required by law; or
- reliable evidence shows it is the subject of ongoing phase I, II, III or IV clinical trial or under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with the current standard of treatment or diagnosis;
- or reliable evidence shows that the consensus of opinion among experts is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with the standard means of treatment of diagnosis.

Reliable evidence means only: the published reports and articles in authoritative, peer-reviewed medical and scientific literature; written protocol or protocols by the treating facility or other facilities studying substantially the same Drug, device or medical treatment or procedure; or the medical informed consent used by the treating facility or other facilities studying substantially the same Drug, device or medical treatment or procedure.

**Family Deductible** applies if You have a family plan and You and one or more of Your Family Member(s) are Insured under this Policy. It is an accumulation of the Individual Deductible paid by each Family Member for Covered Expenses for medical and Prescription Drug Covered Services during a Year. Each Insured Person can contribute up to the Individual Deductible amount toward the Family Deductible. The Individual Deductible paid by each Family Member counts towards satisfying the Family Deductible. Once the Family Deductible amount is satisfied in a Year, any remaining Individual Deductibles will be waived for the remainder of the Year. The amount of the Family Deductible is described in the Benefit Schedule section of this Policy.

**Family Member** means Your spouse, children or other persons enrolled for coverage under this Policy. Family Members who may be eligible for coverage under this Policy are described further in the section of the Policy titled "Who is Eligible for Coverage?"

**Family Out-of-Pocket Maximum:** applies if You have a family plan and You and one or more of Your Family Member(s) are insured under this Policy. It is an accumulation of the Deductible, Coinsurance and Copayments each Family Member has accrued during a Year. Each Insured Person can contribute up to his or her Individual Out-of-Pocket amount toward the Family Out-of-Pocket Maximum. Once the Family Out-of-Pocket Maximum has been met in a Year, You and Your Family Member(s) will no longer be responsible to pay Coinsurance or Copayments for medical or Pharmacy services for Covered Expenses incurred during the remainder of that Year from Participating Providers. Non-compliance penalty charges do not apply to the Family Out-of-Pocket Maximum and will always be paid by You. The amount of the Family Out-of-Pocket Maximum is described in the Benefit Schedule section of this Policy.

**Foreign Country Provider** is any institutional or professional Provider of medical or psychiatric treatment or care who practices in a country outside the United States of America.

**Free-Standing Outpatient Surgical Facility**

The term Free-Standing Outpatient Surgical Facility means an institution which meets all of the following requirements:

- it has a medical staff of Physicians, Nurses and licensed anesthesiologists;
- it maintains at least two operating rooms and one recovery room;
- it maintains diagnostic laboratory and x-ray facilities;
- it has equipment for emergency care;
- it has a blood supply;
- it maintains medical records;
- it has agreements with Hospitals for immediate acceptance of patients who need Hospital Confinement on an inpatient basis; and
- it is licensed in accordance with the laws of the appropriate legally authorized agency.

**Generic Drug** (or Generic) means Prescription Drug that Cigna identifies as a Generic Drug at a book-of-business level principally based on available data resources, including, but not limited to, First DataBank or another nationally recognized drug indicator source, that classify drugs or biologics (including biosimilars) as either brand or generic based on a number of factors. Not all products identified as a “Generic” by the manufacturer, Pharmacy or your Physician may be classified as a Generic Drug under the Policy.

**Habilitative Services** are those services that are:

- (i) designed to assist a child to develop a physical, speech or mental function which has not developed normally or has been delayed significantly from the normal developmental time frame,
- (ii) are expected to result in significant and measurable therapeutic or developmental improvement over a clearly defined period of time, and
- (iii) are individualized and there is documentation outlining quantifiable, measurable and attainable treatment goals.

**Home Health Agencies and Visiting Nurse Associations** are home health care Providers that are licensed according to state and local laws to provide skilled nursing and other services on a visiting basis in Your home. They must be approved as home health care providers under Medicare and the Joint Commission on Accreditation of Health Care Organizations.

**Hospice Care Program** means a coordinated, interdisciplinary program to meet the physical, psychological, spiritual and social needs of dying persons and their families; a program that provides palliative and supportive medical, nursing and other health services through home or inpatient care during the illness; a program for persons who have a Terminal Illness and for the families of those persons.

**Hospice Care Services** means palliative and supportive medical, nursing and other health services through home or inpatient care that are Covered Expenses provided by: (a) a Hospital, (b) a Skilled Nursing Facility or a similar institution, (c) a Home Health Agency and Visiting Nurse Associations, (d) a hospice facility, or (e) any other licensed facility or agency under a Hospice Care Program.

**Hospital** means:

- an institution licensed as a Hospital, which: (a) maintains, on the premises, all facilities necessary for medical and surgical treatment; (b) provides such treatment on an inpatient basis, for compensation, under the supervision of Physicians; and (c) provides 24-hour service by Registered Graduate Nurses; or
- an institution which qualifies as a Hospital, a psychiatric Hospital and a provider of services under Medicare, if such institution is accredited as a Hospital for the appropriate treatment and/or diagnosis by the Joint Commission on the Accreditation of Healthcare Organizations; or
- an institution which: (a) specializes in treatment of mental health and substance use disorder or other related illness; (b) provides residential treatment programs; and (c) is licensed in accordance with the laws of the appropriate legally authorized agency.

The term Hospital will not include any institution or facility in which a significant portion of the activities include rest, recreation, leisure, or any other services that do not consist exclusively of Covered Services.

**Hospital Emergency Department** means that area of a hospital in which emergency services are provided on a 24-hour-a-day basis.

**Illness** is a sickness, disease, or condition of an Insured Person.

**Indian Health Program** is only applicable to an Insured Person **who is a Native American or an Alaska Native**, and is defined as follows:

- any health program administered directly by the Indian Health Service;
- any Tribal Health Program; and
- any Indian tribe or tribal organization to which the Secretary provides funding pursuant to section 47 of US Title 25, Chapter 2.

**Individual Deductible** is the amount of Covered Expenses incurred for medical and Prescription Drug Covered Services that You must pay each Year before any benefits are available. The amount of the Individual Deductible is described in the Benefit Schedule section of this Policy.

**Individual Out-of-Pocket Maximum:** The Individual Out-of-Pocket Maximum is an accumulation of Covered Expenses. It includes Deductibles, Copayments and Coinsurance for medical and Prescription Drug Covered Services. Once the Out-of-Pocket Maximum has been met for the Year, for Covered Expenses, You will no longer have to pay any Coinsurance or Copayment for medical or Pharmacy services for Covered Expenses incurred during the remainder of that Year. Non-compliance penalty charges do not apply to the Individual Out-of-Pocket Maximum and will always be paid by You. The amount of the Individual Out-of-Pocket Maximum is described in the Benefit Schedule section of this Policy.

**Infertility** is the condition of an otherwise presumably healthy individual who is unable to conceive or produce conception during a period of one Year of unprotected sexual intercourse or the inability to sustain a successful pregnancy.

**Infusion and Injectable Medications** are medications ordered or prescribed by a Physician and administered under the supervision of a healthcare professional. Such medications may require Prior Authorization or precertification Step Therapy. Refer to the “Prescription Drug Benefits” section of this Policy for Prior Authorization and Step Therapy information.

**Injury** means an accidental bodily injury.

**Institution** means an establishment that furnishes food, shelter, and some treatment or services to four or more persons unrelated to the proprietor.

**Insured Person** means both You, the applicant, and all other Family Member(s) who are covered under this Policy.

**Limited Distribution Drugs (LDDs)** are drugs with special requirements used to treat conditions affecting only a small percentage of the population. Because of this, the manufacturer may choose to limit the distribution of the drug to only a few pharmacies, or as recommended by the Food and Drug Administration (FDA) for the drug as a condition of its approval of the drug. This type of restricted distribution helps the manufacturer to monitor the inventory of the drug, educate the dispensing pharmacists about the required necessary monitoring, and ensure that any associated risks are minimized.

**Marketplace** means a state-based Marketplace, a state partnership Marketplace, or a federally-facilitated Marketplace, as the case may be.

**Maximum Reimbursable Charge** is the amount that Cigna will consider Covered Expense for a Non-Participating Provider. Cigna calculates the Maximum Reimbursable Charge as follows:

- **For Covered Expenses for Emergency Services performed by a Non-Participating Provider in the Emergency Department of a Hospital or Emergency Services delivered in the Emergency Department of a Non-Participating Hospital or facility**, the amount agreed to by the Non-Participating Provider or Hospital and Cigna or, if no amount is agreed to, **the greatest of the following**, not to exceed the Non-Participating Provider’s billed Charges:
  - The median amount negotiated with Participating/In-Network Cigna Providers for the same services, or
  - The maximum amount Cigna would pay for a non-Emergency Out-of-Network Provider, or
  - The amount payable under the Medicare program.
- **For Covered Expenses for non-Emergency Services, the lesser of:**
  - The Provider’s normal charge for a similar service or supply; or
  - A percentage of a fee schedule developed by Cigna that is based upon a methodology similar to a methodology utilized by Medicare to determine the allowable fee for the same or similar service within the geographic market.

**Medicaid** means a state program of medical aid for needy persons established under Title XIX of the Social Security Act of 1965 as amended.

**Medically Necessary or Dentally Necessary** services or supplies are those that are determined by the Cigna medical director to be **all** of the following:

- Appropriate and necessary for the symptoms, diagnosis or treatment of the medical or dental condition.
- Clinically appropriate in terms of type, frequency, extent, site and duration.
- Provided for the diagnosis or direct care and treatment of the medical or dental condition.
- Not primarily for the convenience of any Insured Person, Physician, or another Provider.
- Within generally accepted standards of good medical practice within the community of qualified professionals.
- Rendered in the least intensive setting that is appropriate for the delivery of the services and supplies. Where applicable, Cigna may compare the cost-effectiveness of alternative services, settings or supplies when determining least intensive setting.
- The most appropriate procedure, supply, equipment or service which can be safely provided and that satisfies the following requirements:
  - i) Must have been proven by scientific studies published in peer-reviewed medical literature to be associated with beneficial health outcomes, demonstrating that the expected health benefits are clinically significant and produce a greater likelihood of benefits, without a disproportionately greater risk of harm or complications, for the patient with the particular medical condition being treated than other possible alternatives; and
  - ii) Generally accepted forms of treatment that are less invasive have been tried and found to be ineffective or are otherwise unsuitable; and
  - iii) For Hospital stays, acute care as an inpatient is necessary due to the kind of services the patient is receiving or the severity of the medical condition, and that safe and adequate care cannot be received as an outpatient or in a less intensified medical setting.

The fact that a Provider prescribed, ordered, recommended or approved a service, supply, treatment or Confinement does not in and of itself make it Medically Necessary or Dentally Necessary or a Medical or Dental Necessity.

**Medicare** The term Medicare means the program of medical care benefits provided under Title XVIII of the Social Security Act of 1965 as amended.

**Mental Health or Substance Use Disorder Residential Treatment Center** means an institution which:

- specializes in the treatment of psychological and social disturbances that are the result of Mental Health and/or Substance Use Disorder conditions;
- provides a subacute, structured, psychotherapeutic treatment program, under the supervision of Physicians, other licensed healthcare professional under the direct supervision of a physician, or a healthcare professional independently licensed by a state to provide such services and working within the scope of his/her license (Physician Assistant, Nurse Practitioner);
- provides 24-hour care, in which a person lives in an open setting; and
- is licensed in accordance with the laws of the appropriate legally authorized agency as a residential treatment center.

**Mental Health** is defined as a disorder that impairs the behavior, emotional reaction or thought processes; these include, but are not limited to: depression, psychosis, mania or other psychological symptoms.



**Negotiated Rate** is the lesser of billed Charges or the rate of payment that has been negotiated with a Participating Provider for Covered Services.

**Newborn** is an infant within 31 days of birth.

**Non-Participating Pharmacy/Out-of-Network Pharmacy** is a retail Pharmacy which Cigna has NOT contracted with to provide Prescription Drug services to Insured Persons; or a home delivery Pharmacy which Cigna has NOT contracted with to provide home delivery Prescription Drug services to Insured Persons.

**Non-Participating Provider/Out-of-Network Provider** is a Provider who does not have a Participating Provider agreement in effect with Cigna for this Policy at the time services are rendered.

**Office Visit** means a visit by the Insured Person, who is the patient, to the office of a Physician during which one or more of only the following 3 specific services are provided:

- History (gathering of information on an Illness or Injury)
- Examination
- Medical Decision Making (the Physician's diagnosis and plan of treatment)

This does not include other services (e.g. x-rays or lab services) even if performed on the same day.

**Orthoses and Orthotic Devices** are orthopedic appliances or apparatuses used to support, align, prevent or correct deformities.

**Other Health Care Facility** means a facility other than a Hospital or hospice facility which is operated by or has an agreement with Cigna to render services to Insured Persons. Examples of Other Health Care Facilities include, but are not limited to, licensed Skilled Nursing facilities, rehabilitation Hospitals and sub-acute facilities. Other Health Care Facilities do NOT include long-term care facilities, residential facilities, care homes, rest homes, or assisted living facilities.

**Other Health Care Professional** means an individual other than a Physician who is licensed or otherwise authorized under the applicable state law to deliver Medical Services and who has an agreement with Cigna to render services to Insured Persons. Other Participating Health Professionals include, but are not limited to, physical therapists, registered nurses and licensed practical nurses.

**Out-of-Pocket Maximum** is the maximum amount of Deductible, Copayment and Coinsurance each Individual or Family incurs in Covered Expenses from Participating Providers in a Year.

**Participating Pharmacy/In-Network Pharmacy** is a retail Pharmacy which Cigna has contracted with to provide Prescription Drug services to Insured Persons or Cigna's designated home delivery Pharmacy which Cigna has contracted with to provide home delivery Prescription Drug services to Insured Persons.

**Participating Provider/In-Network Provider** means:

- Participating Hospitals, Participating Physicians, and Other Participating Health Care Facilities, which are: (i) licensed in accordance with any applicable Federal and state laws, (ii) accredited by the Joint Commission on the Accreditation of Healthcare Organizations or by another organization, if approved by Cigna, and (iii) acting within the scope of the practitioner's license and accreditation, and have contracted with Cigna to provide services to Insured Persons; or
- For the purposes of reimbursement for Covered Expenses, an entity that has directly or indirectly contracted with Cigna to arrange, through contracts with Providers for the provision of any services and/or supplies, the Charges for which are Covered Expenses.

**Patient Protection and Affordable Care Act of 2010 (PPACA)**

The Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152).

**Pediatric Vision Services** means vision care examinations, and other services or treatment described in the "Pediatric Vision Services" section of this Policy provided to an Insured Person who is under age 19.

**Pharmacy** is a duly licensed pharmacy that dispenses Prescription Drugs or Related Supplies in a retail setting or via home delivery. A home delivery Pharmacy is a Pharmacy that primarily provides Prescription Drugs and Related Supplies through mail order.

**Pharmacy & Therapeutics (P&T) Committee** is a committee comprised of both voting and non-voting clinicians that represent a range of clinical specialties. Consistent with applicable regulatory requirements, the P&T Committee regularly reviews Prescription Drugs and Related Supplies, including new Prescription Drugs and Related Supplies, for safety and efficacy; the findings of these clinical reviews enable the Business Decision Team to make coverage status recommendations. The P&T Committee's review may be based on, for example, the U.S. Food and Drug Administration-approved labeling, standard medical reference compendia, or scientific studies published in peer-reviewed English-language bio-medical journals.

**Physical and/or Occupational Therapy/Medicine** is the therapeutic use of physical agents other than Drugs. It comprises the use of physical, chemical and other properties of heat, light, water, electricity, massage, exercise, spinal manipulation and radiation.

**Physician** means a Physician licensed to practice medicine or any other practitioner who is licensed and recognized as a provider of health care services in the state in which the Insured Person resides; and provides services covered by the Policy that are within the scope of his or her licensure.

**Policy** is the set of benefits, conditions, exclusions, limitations, and Premiums described in this document, including the Policy specification page, the completed and accepted application for coverage, and any amendments or endorsements to this document.

**Policyholder** means the applicant who has applied for, been accepted for coverage, and who is named as the Policyholder on the specification page.

**Premium** means the sum of money paid periodically to Cigna by You in order for You and Your Family Members to receive the services and benefits covered by the Policy.

**Prescription Drug** is a drug, biologic (including a biosimilar), or other Prescription Drug that has been approved by the U.S. Food and Drug Administration (FDA), certain Prescription Drugs approved under the Drug Efficacy Study Implementation review, or Prescription Drugs marketed prior to 1938 and not subject to review and that can, under federal or state law, be dispensed only pursuant to a Prescription Order or refill. This definition includes Generic Drugs, Brand Name Drugs, and Specialty Medications.

**Prescription Drug List** is a listing of covered Prescription Drugs and Related Supplies. The Prescription Drugs and Related Supplies included in the Prescription Drug List have been approved in accordance with parameters established by the P&T Committee and the Business Decision Team. The Prescription Drug List is regularly reviewed and updated. You can view the drug list on [www.mycigna.com](http://www.mycigna.com).

**Prescription Order** is the lawful Authorization for a Prescription Drug or Related Supply by a Physician or other Provider who is duly licensed to make such Authorization within the course of such Physician's professional practice or each authorized refill thereof.

**Primary Care Physician (PCP)** is a Physician:

- who is a general practitioner, internist, family practitioner or pediatrician; and
- who has been selected by the Insured Person to provide or arrange for medical care and specialized services for the Insured Person.

**Prior Authorization** means the approval for certain medical services or Prescription Drugs and Related Supplies that a Participating Provider must request and receive, from Cigna for medical services and from the Pharmacy and Therapeutics Committee for Prescription Drugs and Related Supplies, before the services are rendered, or the Prescription Drugs are Prescribed, in order for those medical services or Prescription Drugs and Related Supplies to be eligible for benefits under this Policy. You can identify the Prescription Drugs and Related Supplies that require Prior Authorization on the Prescription Drug List at [www.mycigna.com](http://www.mycigna.com).

**Prostheses/Prosthetic Appliances and Devices** are artificial devices designed to replace wholly or partly, an arm or leg. Prostheses/Prosthetic Appliances and Devices include, but are not limited to:

- basic limb prostheses;
- terminal devices such as hands or hooks.

**Provider** means:

- a Hospital, a Physician or any other health care practitioner (i) licensed in accordance with any applicable Federal and state laws, (ii) accredited by the Joint Commission on the Accreditation of Healthcare Organizations or by another organization, if approved by Cigna, and (iii) acting within the scope of the practitioner's license and accreditation; or
- an entity that directly or indirectly arranges, through contracts with other Providers, for the provision of any Covered Services.

**Reconstructive Surgery** is surgery to correct the appearance of abnormal looking features or characteristics of the body caused by birth defects, Injury, tumors, or infection. A feature or characteristic of the body is abnormal looking when an average person would consider it to be outside the range of general variations of normal human appearance. Reconstructive Surgery includes surgery to improve the function of, or to attempt to create a normal appearance of, an abnormal craniofacial structure caused by congenital defects, developmental deformities, trauma, tumors, infections or disease. Reconstructive Surgery also includes breast reconstruction incident to mastectomy or lumpectomy to restore or achieve breast symmetry. This includes surgical reconstruction of a breast on which mastectomy surgery has been performed and surgical reconstruction of a breast on which mastectomy surgery has not been performed.

**Referral** means the approval an Insured Person must receive from his or her PCP in order for the services of a Participating Provider, other than the PCP, or a participating Obstetrician/Gynecologist for medical services to be covered by this Policy. Services for Pediatric Vision Care do not require a Referral.

**Related Supplies** are diabetic supplies (insulin needles and syringes, lancets and glucose test strips), needles and syringes for self-injectable outpatient prescription drugs that are not dispensed in pre-filled syringes, inhalers, inhaler spacers for the management and treatment of pediatric asthma and other conditions, diaphragms, cervical caps, contraceptive rings, contraceptive patches, and oral contraceptives (including emergency contraceptive pills); disposable needles and syringes needed for injecting covered drugs and supplements.

**Self-administered Injectable Medications** are FDA approved medications which a person may administer to himself/herself by means of intramuscular, intravenous or subcutaneous injection. This does not include insulin prescribed for use by the Insured Person.

**Service Area** means the area where Cigna has a Participating Provider network for use by this Policy. To locate a Provider who is Participating in the Network used by this Policy, call the toll-free number on the back of Your ID card, or check [www.mycigna.com](http://www.mycigna.com) and click on "Find Care and Cost".

**Skilled Nursing Facility** is an institution that provides continuous skilled nursing services. It must:

- be an institution licensed and operated pursuant to law, and
- be primarily engaged in providing, in addition to room and board accommodations, skilled nursing care under the supervision of a duly licensed Physician, and
- provide continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.), and
- maintain a daily medical record on each patient.

This definition excludes any home, facility or part thereof used primarily for rest; a home or facility primarily for the aged or for the care of drug addicts or alcoholics; a home or facility primarily used for the care and treatment of mental diseases or disorders or custodial or educational care.

**Smoking Cessation Attempt** means 4 tobacco cessation counseling sessions per attempt of at least 10 minutes each (including telephone counseling, group counseling and individual counseling); and one 90 day regimen per attempt of certain Food and Drug Administration (FDA)-approved tobacco cessation medications (including prescription medications and over-the-counter medications with a Physician's prescription; please see the No Cost Preventive Care Drug List on [www.mycigna.com](http://www.mycigna.com) for details).

**Specialty Medication** is a pharmaceutical product, including Self-administered Injectable Medications and Infusion and Injectable Medications considered by Cigna to be a Specialty Medication based on the following factors, subject to applicable law:

- whether the Prescription Drug or pharmaceutical product is prescribed and used for the treatment of complex, chronic or rare conditions, and
  - whether the Prescription Drug or pharmaceutical product has a high acquisition cost; and
- whether the Prescription Drug or pharmaceutical product is subject to limited or restricted distribution, requires special handling and/or requires enhanced patient education, provider coordination or clinical oversight.

A Specialty Medication may not possess all or most of the above listed characteristics, and the presence of any one such characteristic does not guarantee that a Prescription Drug or medical pharmaceutical will be considered a Specialty Medication.

The fact that a drug is considered a Specialty Medication based on the above criteria does not necessarily determine the tier assignment of the Specialty Medication, or whether the Specialty Medication is covered under the Prescription Drug benefit or medical benefit of this Policy.

**Splint** is an appliance for preventing movement of joints or for the fixation of displaced or movable parts.

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

**Step Therapy** is a type of Prior Authorization. Cigna may require an Insured Person to follow certain steps before covering some Prescription Drugs and Related Supplies, including Specialty Medications. We may also require an Insured Person to try similar Prescription Drugs and Related Supplies, including Specialty Medications that have been determined to be safe, effective, and more cost effective for most people that have the same condition as the Insured Person. The Prescription Drugs and Related Supplies that require Step Therapy can be identified on the Prescription Drug List at [www.mycigna.com](http://www.mycigna.com).

**Substance Use Disorder** is defined as the psychological or physical dependence on alcohol or other mind-altering drugs that requires diagnosis, care, and treatment. It causes clinically significant impairment, including health problems, disability, and failure to meet major responsibilities at work, school, or home.

**Telehealth/Telemedicine Medical Service** is a health care service initiated or provided by a Physician for purposes of patient assessment, diagnosis, consultation, treatment or the transfer of medical data that requires the use of advanced telecommunications technology.

**Terminal Illness** is an illness due to which a person becomes terminally ill with a prognosis of six months or less to live, as diagnosed by a Physician.

**Tribal Health Program means, with respect to an Insured Person who is a Native American or an Alaska Native only**, an Indian tribe or tribal organization that operates any health program, service, function, activity, or facility funded, in whole or part, by the Indian Health Service through, or provided for in, a contract or compact with the Indian Health Service under the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.).

**Virtual**, with respect to Cigna Telehealth Connection, means Covered Services that are delivered via secure telecommunications technologies, including telephones and internet.

**We/Us/Our** Cigna Health and Life Insurance Company, Inc. (Cigna).

**You, Your, and Yourself** is the Policyholder who has applied for, and been accepted for coverage, and is named as the Policyholder on the specification page.

## Who Is Eligible For Coverage?

### Eligibility Requirements

This Policy is for residents of the state of Utah. The Policyholder must notify Us of all changes that may affect any Insured Person's eligibility under this Policy.

You are eligible for coverage under this Policy if, at the time of application:

- You are a citizen or national of the United States, or a non-citizen who is lawfully present in the United States, and are reasonably expected to be a citizen, national, or a non-citizen who is lawfully present for the entire period for which enrollment is sought; and
- You are a resident of the state of Utah; and
- You live in the Enrollment Area in which You are applying, and intend to continue living there for the entire period for which enrollment is sought; and
- You are not incarcerated other than incarceration pending the disposition of charges; and
- You do not reside in an Institution; and
- You have submitted a completed and signed application for coverage and have been accepted in writing by Us.

Other Insured Persons may include the following Family Member(s):

- Your lawful spouse or Your domestic/life partner.
- Your children who have not yet reached age 26.

**Your own, or Your spouse's Newborn children** are automatically covered for the first 31 days of life. To continue coverage past that time, if additional Premium is required, You must enroll the child as an Insured Family Member by applying for his or her enrollment as a dependent within 60 days of the date of birth, and pay any additional Premium. Coverage for a newborn dependent child enrolled within 60 days of birth will be retroactive to the date of the child's birth. If additional Premium is not required for the child to receive coverage, You must enroll the child as an Insured Family Member by applying for his or her enrollment as a dependent no later than 30 days after the first notification of denial of a claim for services for that child. Coverage for a newborn dependent child enrolled within this timeframe will be retroactive to the date of the child's birth.

An **adopted child**, including a child who is placed with You for adoption, is automatically covered for 31 days from the date of the adopted child's placement for adoption or initiation of a suit of adoption. To continue coverage past that time, if additional Premium is required, You must enroll the child as an Insured Family Member by applying for his or her enrollment as a dependent within 60 days of the date of adoption, and pay any additional Premium. Coverage for an adopted dependent child enrolled within 60 days of adoption will be retroactive to the date of the child's placement for adoption or initiation of a suit of adoption. If additional Premium is not required for the child to receive coverage, You must enroll the child as an Insured Family Member by applying for his or her enrollment as a dependent no later than 30 days after the first notification of denial of a claim for services for that child. Coverage for an adopted dependent child enrolled within this timeframe will be retroactive to the date of the child's placement for adoption or initiation of a suit of adoption.

**If a court has ordered a Policyholder to provide coverage for an eligible child** (as defined above) coverage will be automatic for the first 31 days following the date on which the court order is issued. To continue coverage past that time, if additional Premium is required, You must enroll the child as an Insured Family Member by applying for his or her enrollment as a dependent within 60 days of the court order date, and paying any additional Premium. Court-ordered coverage for a dependent child enrolled within 60 days of the court order will be retroactive to the date of the court order. If additional Premium is not required for the child to receive coverage, You must enroll the child as an Insured Family Member by applying for his or her enrollment as a dependent no later than 30 days after the first notification of denial of a claim for services for that child. Court-ordered coverage for a dependent child enrolled within this timeframe will be retroactive to the date of the court order.

- Your stepchildren who have not yet reached age 26.
- Your own, or Your spouse's unmarried children, regardless of age, enrolled prior to age 26, who are incapable of self-support due to medically certified continuing intellectual or physical disability, and are chiefly dependent upon the Insured for support and maintenance. Cigna may require written proof of such disability and dependency within 31 days after the child's 26th birthday.

## **When Can I Apply?**

### **Application to Enroll or Change Coverage**

The Patient Protection and Affordable Care Act of 2010 (PPACA) specifies that an eligible person must enroll for coverage or change plans during the Annual Open Enrollment Period. Persons who fail to enroll or change plans during the Open Enrollment Period must wait until the next Open Enrollment Period to enroll in a plan or to change plans. However, if a person experiences a triggering event as described below, the triggering event starts a 60-day Special Enrollment Period during which an eligible person can enroll and an Insured Person can add dependents and change coverage.

The Open Enrollment Period and Special Enrollment Period are explained below.

### **Annual Open Enrollment Period**

The Annual Open Enrollment Period is a specified period of time each Year during which individuals who are eligible as described above can apply to enroll for coverage or change coverage from one plan to another.

To be enrolled for coverage under this Policy, You must submit a completed and signed application for coverage under this Policy for Yourself and any eligible dependent(s), and We must receive that application during the Annual Open Enrollment Period.

Your coverage under this Policy will then become effective upon the earliest day allowable under federal rules for that Year's open enrollment period. **Note: If You do not apply to obtain or change coverage during the Annual Open Enrollment Period, You will not be able to apply again until the following Year's Annual Open Enrollment Period** unless You qualify for a special enrollment period as described below.

### **Special Enrollment Periods**

A special enrollment period occurs when a person experiences a triggering event.

If You experience one of the triggering events listed below, You can enroll for coverage and enroll Your eligible dependent(s) during a special enrollment period instead of waiting for the next Annual Open Enrollment Period.

**Triggering events for a special enrollment period OFF Marketplace are:**

- An eligible individual, and any dependent(s), loses his or her minimum essential coverage; or
- An eligible individual and his or her dependent(s) lose employer-sponsored health plan coverage due to voluntary or involuntary termination of employment for reasons other than misconduct, or due to a reduction in work hours; or
- An eligible individual gaining or becoming a dependent through marriage (NOTE: special enrollment for marriage only applies if at least one spouse was enrolled in an exchange plan at least 1 day in the 60 days before marriage; or lived abroad for 1 or more days in the 60 days before marriage; or is an American Indian or Alaskan Native), birth adoption or placement for adoption, or through a child support order or other court order; or
- An eligible dependent spouse or child loses coverage under an employer-sponsored health plan due to the employee's becoming entitled to Medicare, divorce or legal separation of the covered employee, and death of the covered employee; or
- An eligible individual loses his or her dependent child status under a parent's employer-sponsored health plan; or
- An individual who was not previously a citizen, national or lawfully present individual gains such status; or
- An eligible individual's enrollment or non-enrollment in a qualified health plan (QHP) is unintentional, inadvertent, or erroneous and as the result of the error, misrepresentation, or inaction of an officer, employee or agent of the state Marketplace, or of the Department of Health and Human Services (HHS), or its instrumentalities as determined by the Marketplace. In such cases, the Marketplace may take such action as may be necessary to correct or eliminate the effects of such error, misrepresentation or action; or
- An eligible individual is determined newly eligible or newly ineligible for advance payments of the premium tax credit or has a change in eligibility for cost-sharing reductions, regardless of whether such individual is already enrolled in a qualified health plan. The Marketplace must permit individuals whose existing coverage through an eligible employer-sponsored plan will no longer be affordable or provide minimum value for his or her employer's upcoming plan year to access this special enrollment period prior to the end of his or her coverage through such eligible employer-sponsored plan; or
- An eligible individual gains access to new qualified health plans as a result of a permanent move (including a move outside the Service Area of the individual's current plan).

Triggering events **do not** include loss of coverage due to failure to make Premium payments on a timely basis, including COBRA Premiums prior to expiration of COBRA coverage; and situations allowing for a rescission as specified in 45 CFR 147.128.

The special enrollment period begins on the date the triggering event occurs, and ends on the 61<sup>st</sup> day following the triggering event. Persons who enroll during a special enrollment period will have coverage Effective Dates determined as follows):

- In the case of birth, adoption, placement for adoption, or placement in foster care, coverage is effective for a qualified individual or enrollee on the date of birth, adoption, placement for adoption, or placement in foster care;
- In the case of marriage, or in the case where a qualified individual loses minimum essential coverage, coverage is effective for a qualified individual or enrollee on the first day of the following month.



For all other triggering events the Effective Dates are:

- For an application made between the first and the 15<sup>th</sup> day of any month, the Effective Date of coverage will be the first day of the following month;
- For an application made between the 16<sup>th</sup> and the last day of the month, the Effective Date of coverage will be the first day of the second following month.

**Triggering events for a special enrollment period ON Marketplace are:**

- An eligible individual, and any dependent(s), loses his or her minimum essential coverage, pregnancy-related Medicare/Medicaid coverage, or medically needy coverage (only once per Calendar Year), or the qualified individual or dependent is enrolled in any non-calendar year group or individual health insurance coverage (even if they have the option to renew such coverage). The date of the loss of minimum essential coverage, pregnancy-related coverage, or medically needy coverage is the last day the individual would have coverage under the plan. The date of loss of non-calendar year insurance is the last day of the plan or Policy year; or
- An eligible individual and his or her dependent(s) lose employer-sponsored health plan coverage due to voluntary or involuntary termination of employment for reasons other than misconduct, or due to a reduction in work hours; or
- An eligible individual gaining or becoming a dependent through marriage (NOTE: special enrollment for marriage only applies if at least one spouse was enrolled in an exchange plan at least 1 day in the 60 days before marriage; or lived abroad for 1 or more days in the 60 days before marriage; or is an American Indian or Alaskan Native), birth adoption or placement for adoption, or through a child support order or other court order; or
- An eligible dependent spouse or child loses coverage under an employer-sponsored health plan due to the employee's becoming entitled to Medicare, divorce or legal separation of the covered employee, and death of the covered employee; or
- An eligible individual, or his or her dependent, who has purchased an off-Marketplace plan who experiences a decrease in household income; is newly determined eligible for APTC; and had minimum essential coverage for one or more days during the 60 days preceding the date of the financial change; or
- At the option of the Marketplace, the enrollee loses a dependent or is no longer considered a dependent through divorce or legal separation, or if the enrollee or his or her dependent dies;
- An eligible individual loses his or her dependent child status under a parent's employer-sponsored health plan; or
- A qualified individual or dependent becomes newly eligible for enrollment in a QHP when they satisfy the Marketplace's citizenship requirement or are released from incarceration; or
- An eligible individual's enrollment or non-enrollment in a qualified health plan is unintentional, inadvertent, or erroneous and as the result of the error, misrepresentation, or inaction of an officer, employee or agent of the state Marketplace, or of the Department of Health and Human Services (HHS), or its instrumentalities as determined by the Marketplace. In such cases, the Marketplace may take such action as may be necessary to correct or eliminate the effects of such error, misrepresentation or action; or
- An eligible individual adequately demonstrates to the Marketplace that the qualified health plan in which he or she is enrolled substantially violated a material provision of its contract in relation to that person; or

- An eligible individual is determined newly eligible or newly ineligible for advance payments of the premium tax credit or has a change in eligibility for cost-sharing reductions, regardless of whether such individual is already enrolled in a qualified health plan:
  - The enrollee or dependent is determined newly eligible or ineligible for the advanced premium tax credit (APTC) or has a change in eligibility for cost-sharing reductions;
  - A qualified individual or his or her dependent who is enrolled in an eligible employer-sponsored plan is determined newly eligible for APTC based in part on a finding that such individual is ineligible for qualifying coverage in an eligible-employer sponsored plan, including as a result of his or her employer discontinuing or changing available coverage within the next 60 days, provided that such individual is allowed to terminate existing coverage;
  - A qualified individual who was previously ineligible for APTC because of a household income below 100% of the federal poverty level (FPL) and who was also ineligible for Medicaid because he or she was living in a non-Medicaid expansion state, either experiences a change in income or moves to a different state, making them newly eligible for APTC.
- The Marketplace must permit individuals whose existing coverage through an eligible employer-sponsored plan will no longer be affordable or provide minimum value for his or her employer's upcoming plan year to access this special enrollment period prior to the end of his or her coverage through such eligible employer-sponsored plan; or
- An eligible individual gains access to new qualified health plans as a result of a permanent move (including a move outside the Service Area of the individual's current plan) and either (1) had minimum essential coverage for one or more days during the 60 days preceding the date of the move, or (2) was living outside of the United States; or
- The qualified individual who gains or maintains status as an Indian or an Alaska Native, as defined by section 4 of the Indian Health Care Improvement Act (or their dependent), may enroll in a qualified health plan or change from one qualified health plan to another one time per month; or
- An eligible individual or enrollee demonstrates to the Marketplace, in accordance with guidelines issued by HHS, that he or she meets other exceptional circumstances as the Marketplace may provide; or a qualified individual (or their dependent) who is enrolled in minimum essential coverage and is a victim of domestic abuse or spousal abandonment seeks to enroll in coverage separate from the perpetrator; or
- A qualified individual or dependent applies for Marketplace or Medicaid or CHIP coverage during open enrollment or due to a qualifying life event, but is determined ineligible for Medicaid or CHIP after the exchange open enrollment period has ended or more than 60 days after a qualifying life event; or
- The qualified individual or enrollee (or their dependent) adequately demonstrates to the Marketplace that a material error related to plan benefits, Service Area or Premium influenced their decision to purchase a QHP; or
- At the option of the Marketplace, the qualified individual provides satisfactory evidence to verify eligibility for an insurance affordability program or enrollment in a QHP following termination of exchange enrollment due to a failure to verify such status within established time periods, or is under 100% of the federal poverty level and did not enroll in coverage while waiting for HHS to verify citizenship, status as a national or lawful presence.

**Triggering events do not include** loss of coverage due to failure to make Premium payments on a timely basis, including COBRA Premiums prior to expiration of COBRA coverage; and situations allowing for a rescission as specified in 45 CFR 147.128.

The special enrollment period begins on the date the triggering event occurs, and ends on the 61<sup>st</sup> day following the triggering event. Persons who enroll during a special enrollment period will have coverage Effective Dates determined as follows):

- In the case of birth, adoption, placement for adoption, or placement in foster care, coverage is effective for a qualified individual or enrollee on the date of birth, adoption, placement for adoption, or placement in foster care;
- In the case of marriage, or in the case where a qualified individual loses minimum essential coverage, coverage is effective for a qualified individual or enrollee on the first day of the following month.

For all other triggering events the Effective Dates are:

- For an application made between the first and the 15<sup>th</sup> day of any month, the Effective Date of coverage will be the first day of the following month;
- For an application made between the 16<sup>th</sup> and the last day of the month, the Effective Date of coverage will be the first day of the second following month.

### **Specific Causes for Ineligibility**

Except as described in the Continuation section, an Insured Person **will become ineligible for coverage** under the Policy:

- When Premiums are not paid according to the due dates and grace periods described in the Premium section.
- For the spouse - when the spouse is no longer married to the Insured.
- For You and Your Family Member(s) when You no longer meet the requirements listed in the Eligibility Requirements section;
- The date the Policy terminates.
- When the Insured no longer lives in the Enrollment Area.

Remember, it is Your responsibility to notify Cigna immediately of any changes affecting You or any of Your Insured Family Member(s) eligibility for benefits under this Policy.

### **Continuation**

If an Insured Person's eligibility under this Policy would terminate due to the Insured's death, divorce or if other Insured Family Member(s) would become ineligible due to age or no longer qualify as dependents for coverage under this Policy; except for the Insured's failure to pay Premium, that Family Member has the right to continuation of his or her insurance. Coverage will be continued if the Family Member exercising the continuation right notifies Cigna and pays the appropriate monthly Premium within 60 days following the date this Policy would otherwise terminate. In such a case, coverage will continue without evidence of insurability.

## **How The Policy Works**

**Note: Services for which You do not have a PCP Referral are not covered. Services performed by a Non-Participating (an Out-of-Network) Provider are not covered under this Policy except for Emergency Services.**

### **Benefit Schedule**

The Benefit Schedule shows the Individual and Family Deductible and Out-of-Pocket Maximums, and the maximum Covered Expense for each type of benefit.

No benefits are payable unless the Insured Person's coverage is in force at the time services are rendered, and the payment of benefits is subject to all the terms, conditions, limitations and exclusions of this Policy.

In addition, no benefits are payable unless the Insured Person receives services from a Participating Provider, except as indicated below under "Special Circumstances".

### **Participating Hospitals, Participating Physicians and Other Participating Providers**

Covered Expenses for Participating Providers are based on Our Negotiated Rate. Participating Providers have agreed **NOT** to charge more than the Cigna Negotiated Rates for Covered Services. Participating Providers may charge the Insured Person for services that are not Covered Services under the Policy. In addition, Participating Providers will file claims with Us for the Insured Person, and will request Prior Authorization when it is required.

**Be sure to check with the Provider prior to an appointment to verify that the Provider is currently contracted with Cigna.**

### **Special Circumstances**

This Policy does not cover expenses incurred for services provided by Non-Participating Providers except in the limited situations described below. Your cost-sharing for Covered Expenses incurred for the services of a Non-Participating Provider in these special circumstances is indicated in the Benefit Schedule.

Please be aware that Non-Participating Providers may balance bill You for any amounts over the Maximum Reimbursable Charge as described in the "Definitions" section of this Policy.

#### ▪ **Emergency Services**

Covered Expenses incurred for the treatment of an Emergency Medical Condition provided in the emergency department of a Non-Participating Hospital are covered as described in the benefit schedule. Any expenses incurred for services of a Non-Participating Provider after the patient is Stabilized and his/her condition permits transfer to a Participating Hospital and/or to the care of a Participating Physician are not covered.

#### ▪ **Other Circumstances**

Covered Expenses for non-Emergency, Medically Necessary services of a Non-Participating Provider will be paid according to the Participating Provider Cost Share shown in the Benefit Schedule in the following cases:

- when those services are unavailable from a Participating Provider, or
- for any other reason We determine it is in Your best interests to receive services from a Non-Participating Provider.

## **Deductibles**

Deductibles are prescribed amounts of Covered Expenses the Insured Person must pay before benefits are available. Deductibles apply to all Covered Expenses as described in the “Definitions” section of this Policy, unless expressly stated otherwise in the Benefit Schedule. Deductibles do not include any amounts in excess of Maximum Reimbursable Charges, any penalties, or expenses that are not Covered Expenses.

Deductibles will be applied in the order in which an Insured Person's claims are received and processed by Us, not necessarily in the order in which the Insured Person received the service or supply.

### **Deductible**

The Deductible is stated in the Benefit Schedule. The Deductible is the amount of Covered Expenses You must pay for **any** Covered Services (except as specifically stated otherwise in the Benefit Schedule) incurred from Participating Providers each Year before any benefits are available. There are two ways an Insured Person can meet his or her Deductible:

- When an Insured Person meets his or her Individual Deductible, that Insured Person's benefits will be paid accordingly, whether any applicable Family Deductible is satisfied or not.
- If one or more Family Members are covered under this Policy, the Family Deductible will apply. Each Insured Person can contribute up to the Individual Deductible amount toward the Family Deductible. Once this Family Deductible is satisfied, no further Individual or Family Deductible is required for the remainder of that Year.

## **Out-of-Pocket Maximum**

The Out-of-Pocket Maximum is the maximum amount of Deductible, Copayment and Coinsurance each Individual or Family incurs in Covered Expenses from Participating Providers in a Year.

- The Individual Out-of-Pocket Maximum is an accumulation of Covered Expenses. It includes Deductibles, Copayments and Coinsurance for medical and Prescription Drug Covered Services. Once the Individual Out-of-Pocket Maximum has been met for the Year, for Covered Services, You will no longer have to pay any Coinsurance or Copayment for medical or pharmacy services for Covered Expenses incurred during the remainder of that Year. Non-compliance penalty charges do not apply to the Individual Out-of-Pocket Maximum and will always be paid by You. The amount of the Individual Out-of-Pocket Maximum is described in the Benefit Schedule section of this Policy.
- The Family Out-of-Pocket Maximum applies if You have a family plan and You and one or more of Your Family Member(s) are Insured under this Policy. It is an accumulation of the Individual Covered Expenses, including Deductibles, Copayments and Coinsurance for medical and Prescription Drug Covered Services, paid by each Family Member for Covered Expenses during a Year. If You cover other Family Member(s), each Insured Person's Covered Services accumulate toward the Family Out-of-Pocket Maximum. Each Insured Person can contribute up to the Individual Out-of-Pocket amount toward the Family Out-of-Pocket Maximum. Once the Out-of-Pocket Maximum has been met, the Family will no longer have to pay any Deductible, Coinsurance or Copayments for Covered Expenses incurred during the remainder of that Year. The amounts of the Individual and the Family Out-of-Pocket Maximum are described in the Benefit Schedule section of this Policy.

## **Special Limits**

There may be limits applied to certain Covered Services in the form of an Annual maximum on the number of visits, days or events the Policy will cover for a specific type of service. The expenses You incur which exceed specific maximums described in this Policy will be Your responsibility. Any Special Limits applicable to benefits in this Policy are described in the Benefit Schedule.

**The expenses You incur which exceed specific maximums described in this Policy will be Your responsibility.**

## **Penalties**

A penalty is an amount of Covered Expenses that is:

- Not counted toward any Deductible;
- Not counted toward the Out-of-Pocket Maximum; and
- Not eligible for benefit payment once the Deductible is satisfied

Penalties will be assessed against Your Provider and will apply under the following circumstances:

- Inpatient Hospital admissions may be subject to a penalty if Your Provider fails to obtain Prior Authorization.
- Free Standing Outpatient Surgical Facility Services may be subject to a penalty per admission, if Your Provider fails to obtain Prior Authorization.
- Certain outpatient surgeries and diagnostic procedures require Prior Authorization. If or Your Provider fails to obtain Prior Authorization for such an outpatient surgery or diagnostic procedure, You or Your Provider may be responsible for a penalty, per admission or per procedure.
- Authorization is required prior to certain other admissions and prior to receiving certain other services and procedures. Failure to obtain Authorization prior these admissions or to receiving these services or procedures may result in a penalty.

**Penalties are applied before any benefits are available.**

## **Comprehensive Benefits: What the Policy Pays For**

*Please refer to the Benefit Schedule for additional benefit provisions which may apply to the information below.*

To be eligible for benefits under this Policy, the Provider must be appropriately licensed according to state and local laws and accredited to provide services within the scope of the Provider's license and accreditation.

Before this Participating Provider Policy pays for any benefits, You and Your Family Member(s) must satisfy any Deductibles that may apply. After You fulfill the appropriate Deductibles, We will begin paying for Covered Services as described in this section.

The benefits described in this section will be paid for Covered Expenses incurred on the date You and Your Family Member(s) receive the service or supply for which the charge is made. These benefits are subject to all terms, conditions, Deductibles, penalties, exclusions, and limitations of this Policy. All services will be paid at the percentages indicated in the Benefit Schedule and subject to limits outlined in the section entitled "How the Policy Works".

Following is a general description of the supplies and services for which the Policy will pay benefits if such services and supplies are Medically Necessary and for which You are otherwise eligible as described in this Policy.

**Note:** Services from an Out-of-Network (Non-Participating) Provider are not covered except for Emergency Services.

If You are inpatient in a Hospital, Skilled Nursing Facility or inpatient rehabilitation facility on the day Your coverage begins, We will pay benefits for Covered Services that You receive on or after Your first day of coverage related to that inpatient stay as long as You receive Covered Services in accordance with the terms of this Policy. These benefits are subject to any prior carrier's obligations under state law or contract.

### **Services and Supplies Provided by a Hospital or Free-Standing Outpatient Surgical Facility** **(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

For any eligible condition, this Policy provides indicated benefits on Covered Expenses for:

- Inpatient services and supplies provided by the Hospital except private room Charges above the prevailing two-bed room rate of the facility.
- Outpatient services and supplies including those in connection with Emergency Services, outpatient surgery and outpatient surgery performed at a Free-Standing Outpatient Surgical Facility.
- Diagnostic/Therapeutic Lab and X-rays.
- Anesthesia and Inhalation Therapy.

Payments of Inpatient Covered Expenses are subject to these conditions:

- Services must be those which are regularly provided and billed by the Hospital or Free-Standing Outpatient Surgical Facility.
- Services are provided only for the number of days required to treat the Insured Person's Illness or Injury.

**Note:** No benefits will be provided for personal items, such as TV, radio, guest trays, etc.

## **Inpatient Services at Other Health Care Facilities**

**(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

For any eligible condition that is authorized by Cigna, this Policy provides indicated benefits for Covered Expenses for inpatient services and supplies provided by an Other Health Care Facility, except private room Charges above the prevailing two-bed room rate of the facility. Payment of benefits for Other Health Care Facility services is subject to all of the following conditions:

- The Insured Person must be referred to the Other Health Care Facility by a Physician.
- Services must be those which are regularly provided and billed by an Other Health Care Facility.
- The services must be consistent with the Illness, Injury, degree of disability and medical needs. Benefits are provided only for the number of days required to treat the Illness or Injury, subject to any maximum number of covered days per Year shown in the Policy Benefit Schedule.
- Services covered under this benefit cannot be provided in a less intense setting, such as outpatient services provided at home.
- The Insured Person must remain under the active medical supervision of a Physician treating the Illness or Injury for which he or she is confined in the Other Health Care Facility.

**Note:** No benefits will be provided for personal items, such as TV, radio, guest trays, etc.

## **Hospice Care**

**(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

This Policy provides benefits for Covered Expenses for Hospice Care Services under a Hospice Care Program for Insured Persons who have a Terminal Illness and for the families of those persons, including palliative and supportive medical, nursing and other health services through home or inpatient care—and bereavement counseling for the families for up to 12 months following the death of the terminally ill Insured Person.

To be eligible for this benefit, the Hospice Care Services Provider must be appropriately licensed according to state and local laws to provide skilled nursing and other services to support and care for persons experiencing the final phases of Terminal Illness. The Provider must also be approved as a Hospice Provider under Medicare and the Joint Commission on Accreditation of Health Care Organizations or by the appropriate agency of the state in which this Policy is sold.

In order to be eligible for benefits for a Hospice Care Program, the Insured Person must be suffering from a Terminal Illness, as certified by his or her Physician, notice of which is submitted to Us in writing.

The Physician must consent to the Hospice Care Program, and must be consulted in the development of the treatment plan.



## **Professional and Other Services**

**(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

This Policy provides benefits for Covered Expenses incurred for:

- Services of a Physician;
- Services of an anesthesiologist or an anesthesiologist;
- Outpatient diagnostic radiology and laboratory services;
- Radiation therapy, chemotherapy and hemodialysis treatment;
- Surgical implants, except for cosmetic and dental;
- Surgical procedures for sterilization (i.e., vasectomy, and or tubal ligations);
- Internal prosthetic/medical appliances that provide permanent or temporary internal functional supports for nonfunctional body parts are covered. Medically Necessary repair, maintenance or replacement of a covered appliance is also covered;
- Blood transfusions, including blood processing and the cost of unreplaced blood and blood products.

## **Durable Medical Equipment**

**(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

This Policy provides benefits for Covered Expenses incurred for rental or purchase of medical equipment and/or supplies that meet all of the following requirements:

- Are ordered by a Physician;
- Serve a medical purpose and are expected to be of no further use when medical need ends;
- Are not primarily for comfort or hygiene;
- Are not for environmental control;
- Are not for exercise; and
- Are manufactured specifically for medical use.

Note: Medical equipment and supplies must meet all of the above requirements in order to be eligible for benefits under this Policy. The fact that a Physician prescribes or orders equipment or supplies does not necessarily qualify the equipment or supply for payment. Coverage for Durable Medical Equipment is limited to the most cost-effective alternative.

Cigna determines whether the item meets these conditions and whether the equipment falls under a rental or purchase category.

Rental charges that exceed the reasonable purchase price of the equipment are not covered, unless the equipment has previously been determined by Cigna to fall into a continuous rental category and requires frequent maintenance and servicing.

Coverage for repair, replacement or duplicate equipment is provided only when approved as Medically Necessary. All maintenance and repairs that result from an Insured Person's misuse are the Insured Person's responsibility.

## **Medical and Surgical Supplies**

The Policy includes coverage for medical and surgical supplies that are Medically Necessary, serve only a medical purpose, are used once, and are purchased (not rented). Covered supplies include syringes, needles, surgical dressings, splints, and other similar items that serve only a medical purpose. Covered Services do not include items often stocked in the home for general use like Band-Aids, thermometers, and petroleum jelly, creams or lotions.

## **Ambulance Services**

**(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

This Policy provides benefits for Covered Expenses incurred for the following ambulance services:

- Base charge, mileage and non-reusable supplies of a licensed ambulance company for ground or air service for transportation to and from a Hospital or Skilled Nursing Facility.
- Monitoring, electrocardiograms (EKG's or ECG's), cardiac defibrillation, cardiopulmonary resuscitation (CPR) and administration of oxygen and intravenous (IV) solutions in connection with ambulance service. An appropriate licensed person must render the services.

Ambulance transportation is covered for emergency situations, to the nearest facility capable of handling the emergency.

## **Services for Rehabilitative Therapy (Physical Therapy, Occupational Therapy and Speech Therapy)**

**(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

This Policy provides benefits for Covered Expenses incurred for the following rehabilitative services:

- Therapeutic use of heat, cold, exercise, electricity or ultraviolet light; or
- Manipulation of the spine; or
- Massage to improve circulation, strengthen muscles, encourage return on range of motion, as part of treatment for an Illness or Injury; and
- Services for the necessary care and treatment of loss or impairment of speech.

Benefits are provided up to any maximum number of visits shown in the Benefit Schedule. For the purposes of this benefit, the term "visit" includes any outpatient visit to a Physician during which one or more Covered Services are provided.

All supplies and additional fees charged in conjunction with these services will be included in the payment of benefits for the visit and will not be reimbursed in addition to the visit.

## **Services for Pulmonary and Cardiac Rehabilitation**

**(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

This Policy provides benefits for Covered Expenses incurred for pulmonary rehabilitation, and for Phase II cardiac rehabilitation provided on an outpatient basis following diagnosis of a qualifying cardiac condition when Medically Necessary. Phase II is a Hospital-based outpatient program following an inpatient Hospital discharge. The Phase II program must be Physician directed with active treatment and EKG monitoring.

**Note:** Phase III and Phase IV cardiac rehabilitation are not covered. Phase III follows Phase II and is generally conducted at a recreational facility primarily to maintain the patient's status achieved through Phases I and II. Phase IV is an advancement of Phase III which includes more active participation and weight training.

## **Habilitative Services**

**(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

This Policy provides benefits for Covered Expenses designed to assist You in developing a physical, speech or mental function which has not developed normally or has been delayed significantly from the normal developmental time frame and are payable as stated in the Benefit Schedule.

This Policy provides benefits for Covered Expenses incurred for the following habilitative services:

- Therapeutic use of heat, cold, exercise, electricity or ultraviolet light; or
- Manipulation of the spine; or
- Massage, to improve circulation, strengthen muscles, encourage return on range of motion, as part of treatment for an Illness or Injury; or
- Services for the necessary care and treatment of loss or impairment of speech; and
- Services designed to assist a child to develop a physical, speech or mental function which has not developed normally or has been delayed significantly from the normal developmental time frame.

Benefits are provided up to any maximum number of visits shown in the Benefit Schedule. For the purposes of this benefit, the term "visit" includes any outpatient visit to a Physician during which one or more Covered Services are provided.

All supplies and additional fees charged in conjunction with these services will be included in the payment of benefits for the visit and will not be reimbursed in addition to the visit.

In addition, Rehabilitative and Habilitative benefits are not provided for services intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.

## **Mental Health and Substance Use Disorder Services**

This Policy provides benefits for Covered Services as indicated below for inpatient and outpatient evaluation and treatment of Mental Health and Substance Use Disorders. Mental Health and Substance Use Disorder services that are not covered by this Policy are listed in the “Exclusions And Limitations: What Is Not Covered By This Policy” section.

### **Inpatient Services**

Benefits include Covered Services provided by a Hospital for the evaluation and treatment of Mental Health and/or Substance Use Disorder during an inpatient admission for acute care for conditions such as:

- a patient who presents a danger to self or others;
- a patient who is unable to function in the community;
- a patient who is critically unstable;
- a patient who requires acute care during detoxification; and
- the diagnosis, evaluation and acute treatment of addiction to alcohol and/or drugs.

Benefits also include Covered Services provided by a Mental Health or a Substance Use Disorder Residential Treatment Center for an Insured Person who is confined in a Hospital or a Mental Health or Substance Use Disorder Treatment Residential Treatment Center as a registered bed patient, upon the recommendation of a Physician. Covered Services include hospitalization and residential treatment services provided by a Hospital or a Mental Health or Substance Use Disorder Residential Treatment Facility for the evaluation and treatment of psychological and social disturbances resulting from a subacute Mental Health or Substance Use Disorder condition that prevents an Insured Person from participating in treatment within the community and/or requires rehabilitation.

### **Outpatient Services**

Benefits include Covered Services by Participating Providers who are qualified to treat Mental Health or Substance Use Disorders, when treatment is provided on an outpatient basis for treatment of conditions such as: anxiety or depression which interfere with daily functioning; emotional adjustment or concerns related to chronic conditions, such as psychosis or depression; emotional reactions associated with marital problems or divorce; child/adolescent problems of conduct or poor impulse control; affective disorders; suicidal or homicidal thinking; eating disorders; or acute exacerbation of chronic Mental Health conditions (crisis intervention and relapse prevention), outpatient testing, and assessment, and medication management when provided in conjunction with a consultation. Covered Services include:

- Treatment of Mental Health conditions in an individual, family, group, partial hospitalization or intensive outpatient therapy setting.
- Treatment of abuse or addiction to alcohol and/or drugs including outpatient rehabilitation in an individual, family, group, partial hospitalization or intensive outpatient therapy setting.
- Intensive outpatient structured therapy programs consist of distinct levels or phases of treatment that are provided by a certified/licensed Mental Health or Substance Use Disorder program. Intensive outpatient structured therapy programs provide a combination of individual, family and/or group therapy totaling 9 or more hours in a week.
- Mental Health or Substance Use Disorder partial hospitalization services are rendered not less than 4 hours and not more than 12 hours in any 24-hour period by a certified/licensed Mental Health or Substance Use Disorder program in accordance with the laws of the appropriate legally authorized agency.

## **Pregnancy and Maternity Care**

**(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

Your Participating Provider Policy provides pregnancy and post-delivery care benefits for You and Your Family Members.

All comprehensive benefits described in this Policy are available for maternity services. Comprehensive Hospital benefits for routine nursery care of a newborn child are available so long as the child qualifies as an eligible dependent as defined in the section of this Policy titled "Who is Eligible for Coverage?"

The mother and her newborn child are entitled, under federal law, to inpatient Hospital coverage for a period of 48 hours following an uncomplicated vaginal delivery; and 96 hours following an uncomplicated delivery by cesarean section. We will 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 cesarean section; or require that a Provider obtain authorization for prescribing a length of stay that does not exceed the above periods. Any decision to shorten the period of inpatient care for the mother or the newborn must be made by the attending Physician in consultation with the mother. If a decision is made between a mother and doctor to discharge a mother or newborn child from inpatient care before the 48 or 96 hour time period, coverage for timely post-delivery care is available.

This Policy provides benefits for complications of pregnancy. Benefits are available for other pregnancy and maternity care as indicated above under "Pregnancy and Maternity Care".

## **Preventive Care Services**

**(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

The Policy provides benefits for routine preventive care services. Payment will be provided for Covered Expenses for preventive care services including the following:

- Routine physical exams, including: guidance and counselling regarding Substance Use Disorder, alcohol misuse, tobacco use, obesity, exercise and healthy diet/nutritional counselling.
- Two Smoking Cessation Attempts (maximum of 4 counselling sessions per attempt); Prescription Drugs for smoking cessation treatment are covered under the Prescription Drug benefit.
- Annual mammogram, Pap test and PSA.
- Items or services that have an A or B rating in current recommendations of the U. S. Preventive Services Task Force (USPSTF);
- Immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;
- For infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and
- For women, such additional preventive care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.

Detailed information is available at: [www.healthcare.gov](http://www.healthcare.gov)

**Note:** Covered Services do not include routine examinations, care, screening or immunization for travel (medications used for travel prophylaxis, except anti-malarial drugs), employment, school or sports.

## **Autism Spectrum Disorders**

**(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

This Policy provides benefits for Covered Expenses for Insured Persons for Charges made for:

- diagnosis of Autism Spectrum Disorders; and
- treatment of Autism Spectrum Disorders.

Treatment for Autism Spectrum Disorders shall include the following care prescribed, provided, or ordered for an individual diagnosed with an Autism Spectrum Disorder by

- 1) a Physician licensed to practice medicine in all its branches or
- 2) a certified, registered, or licensed health care professional with expertise in treating effects of Autism Spectrum Disorders when the care is determined to be Medically Necessary and ordered by a Physician licensed to practice medicine in all its branches.

Except for inpatient services, upon request from Cigna and not more than once every 12 months, a Provider of treatment for Autism Spectrum Disorders shall furnish medical records, clinical notes, or other necessary data that substantiate that initial or continued medical treatment is Medically Necessary and is resulting in improved clinical status. When treatment is anticipated to require continued services to achieve demonstrable progress, Cigna may request a treatment plan consisting of diagnosis, proposed treatment by type, frequency, anticipated duration of treatment, the anticipated outcomes stated as goals, and the frequency by which the treatment plan will be updated.

Covered Services include:

- Psychiatric care, meaning direct, consultative, or diagnostic services provided by a licensed psychiatrist.
- Psychological care, meaning direct or consultative services provided by a licensed psychologist.
- Habilitative or rehabilitative care, meaning professional, counseling, and guidance services and treatment programs, including applied behavior analysis, that are intended to develop, maintain, and restore the functioning of an individual.
- Therapeutic care, including behavioral, speech, occupational, and physical therapies that provide treatment in the following areas:
  - a) Self-care and feeding,
  - b) pragmatic, receptive, and expressive language,
  - c) cognitive functioning,
  - d) applied behavior analysis, intervention, and modification,
  - e) motor planning, and
  - f) sensory processing.

## **Organ and Tissue Transplants and Related Specialty Care**

**(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

**To be eligible for benefits, organ and tissue transplants must be Prior Authorized by Cigna before services are rendered (see the “Prior Authorization Program”).**

Coverage is provided for human organ and tissue transplant services at designated facilities throughout the United States. Coverage is also provided for human organ and tissue transplant services at other Cigna Participating (In-Network) facilities contracted with Cigna for transplant services. This coverage is subject to the following conditions and limitations.

Coverage is provided for both the recipient and donor of a covered transplant under the recipient’s plan.

Coverage will be provided for:

- Inpatient and Outpatient Covered Services related to the transplant surgery. Transplant services include the recipient’s medical, surgical and Hospital services; inpatient immunosuppressive medications; and costs for organ or bone marrow/stem cell procurement. Transplant services are covered only if they are required to perform any of the following human to human organ or tissue transplants: allogeneic bone marrow/stem cell, autologous bone marrow/stem cell, cornea, heart, heart/lung, kidney, kidney/pancreas, kidney/liver, liver, lung, pancreas or intestinal, including small bowel, small bowel/liver or multivisceral.
- Cornea transplants are not covered by the LifeSOURCE Provider contracts, but are covered when received from a Participating Provider facility.
- The evaluation, preparation and delivery of the donor organ.
- The removal of the organ from the donor. Coverage for organ procurement costs are limited to costs directly related to the procurement of an organ, from a deceased or a live donor. Organ procurement costs shall consist of surgery necessary for organ removal, organ transportation and the transportation, hospitalization and surgery of a live donor. Compatibility testing undertaken prior to procurement is covered if Medically Necessary. Costs related to the search and identification of a bone marrow or stem cell donor for an allogeneic transplant are also covered.

Transplant services received at Participating (In-Network) Provider facilities specifically contracted with Cigna for those Transplant services are payable at the In-Network level.

**NOTE: Most In-Network Provider facilities are NOT contracted with Cigna to provide transplant services. If You elect to have transplant services at an In-Network facility that is not contracted with Cigna to provide transplant services, those services would not be covered. For more information on whether an In-Network facility is contracted with Cigna to provide transplant services, contact Your Cigna case manager or call 1-800-287-0539.**

### **Additional Service Available through LifeSOURCE Facilities**

**The following service is covered but ONLY when provided at a Cigna LifeSOURCE Transplant Network® facility. The service is not covered when provided by any other Provider, including any other Cigna Participating Provider:**

- Ventricular Assist Device  
Ventricular Assist Device (VAD) implantation procedures are covered only when performed at a Cigna LifeSOURCE Transplant Network® facility with an approved heart transplant program. VAD implantation procedures received at any other Providers are not covered.

## **Treatment of Diabetes**

Medical services for Diabetes are covered on the same basis as any other medical condition. This Policy provides benefits for Covered Expenses including outpatient Diabetes Self-Management Training and education, Diabetes Equipment and Diabetes Pharmaceuticals & Supplies for the treatment of Type 1 Diabetes, Type 2 Diabetes, and Gestational Diabetes Mellitus.

The following Diabetes Supplies are covered under the plan:

Insulin; syringes; injection aids, blood glucose monitors, blood glucose monitors for the legally blind; glucose test strips; visual reading ketone strips; urine test strips; lancets; insulin pumps, infusion devices and accessories, oral hypoglycemic agents; Glucagon emergency kits and alcohol swabs.

## **Treatment Received from Foreign Country Providers**

This Policy provides benefits for Covered Expenses for services and supplies received from Foreign Country Providers for Medical Emergencies and other urgent situations where treatment could not have been reasonably delayed until the Insured Person was able to return to the United States.

Cigna does not accept assignment of benefits from Foreign Country Providers. You and Your Family Member can file a claim with Cigna for services and supplies from a Foreign Country Provider but any payment will be sent to the Insured Person. The Insured Person is responsible for paying the Foreign Country Provider. The Insured Person at their expense is responsible for obtaining an English language translation of Foreign Country Provider claims and any medical records that may be required. Benefits are subject to all terms, conditions, limitations, penalties, waivers, and exclusions of this Policy and will not be more than would be paid if the service or supply had been received in the United States.

## **Mastectomy and Related Procedures**

This Policy provides benefits for Covered Expenses for Hospital and professional services under this Policy for mastectomy and lymph node dissection for the treatment of breast cancer and for the treatment of physical complications of all stages of mastectomy, including lymphedemas, whether or not the mastectomy occurred while the Insured Person was covered under this Policy. Benefits will be provided for Covered Expenses for inpatient Hospital care for a minimum of 48 hours following a mastectomy and a minimum of 24 hours following a lymph node dissection for the treatment of breast cancer.

If the Insured Person elects breast reconstruction in connection with such mastectomy, benefits will also be provided for Covered Expenses for the following:

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses.

Coverage for reconstructive breast surgery will not be denied or reduced on the grounds that it is cosmetic in nature or that it otherwise does not meet the Policy definition of "Medically Necessary." Benefits will be payable on the same basis as any other Illness or Injury under the Policy.



## **Cigna Telehealth Connection**

Cigna Telehealth Connection refers to a Covered Service delivered through Virtual means. There are two components to Cigna Telehealth Connection:

- **Cigna Telehealth Connection Program:** services for the treatment of minor acute medical conditions such as colds, flu, and ear aches are available from a specific set of Providers known as Cigna Telehealth Connection Physicians. You can find and access Cigna Connection Telehealth Physicians by going to [www.mycigna.com](http://www.mycigna.com) and click on “Find Care and Cost” and scroll down to the middle of the page.

You can initiate a telephone, email or online video visit for treatment of minor acute medical conditions such as a cold, flu, sore throat, rash or headache without Referral from Your PCP. You may access Cigna Telehealth Connection Physicians by going to [www.mycigna.com](http://www.mycigna.com) and click on “Find Care and Cost” and scroll down to the middle of the page.

If the Cigna Telehealth Connection Physician feels Your condition cannot be optimally treated through remote contact, he or she will refer You to Your PCP for treatment or for referral to another Physician, or advise You to go to urgent care or an emergency room.

The following services are covered:

- Assessment of the condition, including history and current symptoms;
- Diagnosis of the condition;
- Prescribing medication to treat the condition, as appropriate;
- Providing discharge instructions through email.

You have the option to have records from each Cigna Telehealth Connection Physician visit for a minor acute medical condition sent to Your regular Physician.

- **Cigna Telehealth Connection other services**, the second component of this benefit, are also available from any Physician who is willing and qualified to deliver appropriate Covered Services through Virtual means. Note: this benefit does not include Cigna Telehealth Connection Physician Service described above.

Services for Telehealth/Telemedicine are covered under this Policy on the same basis as any other medical benefit. Please refer the “Definitions” section of this Policy for a complete description of the services.

## **Home Health Care Services**

**(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

This Policy includes benefits for Covered Expenses for home health services when You: require skilled care; are unable to obtain the required care as an ambulatory outpatient; and do not require confinement in a Hospital or Other Health Care Facility. Home health services are provided only if Cigna has determined that the home is a medically appropriate setting.

Home health services are those skilled health care services that can be provided during visits by Other Health Care Professionals, including Medically Necessary services of a medical social worker. The services of a home health aide are covered when rendered in direct support of skilled health care services provided by other health care Providers. A visit is defined as a period of 2 hours or less. Home health services are subject to a maximum of 16 hours in total per day. Necessary consumable medical supplies and home infusion therapy administered or used by Providers in providing home health services are covered. Home health services do not include services by a person who is a member of Your family or Your dependent's family, or who normally resides in Your house or Your dependent's house even if that person is a Provider. Skilled nursing services or private duty nursing services provided in the home are subject to the home health services benefit terms, conditions and benefit limitations.

This Policy provides benefits for Covered Expenses for home health are prescribed by the Physician treating Your condition when the following criteria is met:

- The care described in the plan of care must be for intermittent skilled nursing, or Physical, Occupational, and other short-term rehabilitative therapy services.
- The Insured Person must be confined at home, in lieu of hospitalization, under the active supervision of a Physician.
- The home health agency delivering care must be certified within the state where the care is received.
- The care that is being provided is not Custodial Care

The Physician must be treating the Illness or Injury that necessitates home health care. **Home health services are limited to any combined maximum number of visits each Year as shown in the Benefit Schedule.**

If the Insured Person is a minor or an adult who is dependent upon others for non-skilled care, Custodial Care and/or activities of daily living (e.g., bathing, eating, etc.), home health care will be covered only during times when there is a family member or care giver present in the home to meet the Insured Person's non-skilled care and/or Custodial Care needs.

## **External Prosthetic Appliances and Devices**

This Policy provides benefits for Covered Expenses made or ordered by a Physician for the initial purchase and fitting of External Prosthetic Appliances and Devices available only by prescription which are Medically Necessary for the alleviation or correction of Illness, Injury, or congenital defect.

External Prosthetic Appliances and Devices include Prostheses/Prosthetic Appliances and Devices; Orthoses and Orthotic Devices; Braces; and Splints.

Coverage for External Prosthetic Appliances and Devices is limited to the most appropriate and cost effective alternative. This includes coverage for repair, maintenance or replacement of a covered Prosthetic Appliance or Device that is Medically Necessary to maintain the ability to complete activities of daily living or essential job-related activities and that is not solely for comfort or convenience.

Coverage is provided for custom foot Orthoses and other Orthoses as follows:

- Only the following non-foot Orthoses are covered, when medically necessary:
  - a. Rigid and semi-rigid custom fabricated Orthoses;
  - b. Semi-rigid pre-fabricated and flexible Orthoses; and
  - c. Rigid pre-fabricated Orthoses, including preparation, fitting and basic additions, such as bars and joints.
- Custom foot Orthotics are only covered when Medically Necessary, as follows:
  - a. For Insured Persons with impaired peripheral sensation and/or altered peripheral circulation (e.g. diabetic neuropathy and peripheral vascular disease);
  - b. When the foot Orthosis is an integral part of a leg brace, and it is necessary for the proper functioning of the brace;
  - c. When the foot Orthosis is for use as a replacement or substitute for missing parts of the foot (e.g. amputation) and is necessary for the alleviation or correction of Illness, injury, or congenital defect; and
  - d. For Insured Persons with a neurologic or neuromuscular condition (e.g. cerebral palsy, hemiplegia, spina bifida) producing spasticity, malalignment, or pathological positioning of the foot, and there is reasonable expectation of improvement.

Coverage for replacement of External Prosthetic Appliances and Devices is limited to the following:

- Replacement due to regular wear. Replacement for damage due to abuse or misuse by the Insured Person will not be covered; and
- Replacement will be provided when anatomic change has rendered the External Prosthetic Appliance or Device ineffective. Anatomic change includes significant weight gain or loss, atrophy and/or growth.

## **Clinical Trials**

**(Please refer to Your Benefit Schedule for other benefit provisions which may apply.)**

Benefits are payable for all routine patient care costs related to an approved clinical trial provided by a Participating Provider, including Phases I through IV, for an Insured Person who meets the following requirements:

- (1) is eligible to participate in an approved clinical trial according to the trial protocol with respect to the prevention, detection and treatment of cancer or other life-threatening disease or condition and
- (2) Either—
  - (A) the referring health care professional is a participating health care Provider and has concluded that the Insured Person's participation in such trial would be appropriate based upon the Insured Person meeting the conditions described in paragraph (1); or
  - (B) the Insured Person provides medical and scientific information establishing that the Insured Person's participation in such trial would be appropriate based upon the Insured Person meeting the conditions described in paragraph (1)

For purposes of clinical trials, the term "life-threatening disease or condition" means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

The clinical trial must meet one of the following requirements:

1. Be approved or funded by any of the agencies or entities authorized by federal law to conduct clinical trials:
  - i. An institute or center of the National Institutes of Health,
  - ii. The Food and Drug Administration,
  - iii. The Department of Veterans Affairs,
  - iv. The Department of Defense,
  - v. The Department of Energy,
  - vi. The Centers for Disease Control and Prevention,
  - vii. The Agency for Health Care Research and Quality,
  - viii. The Centers for Medicare & Medicaid Services,
  - ix. Cooperative group or center of any of the entities described in clauses (i) through (vi) or the Department of Defense or the Department of Veterans Affairs, or
  - x. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
2. Be conducted under an Investigational new drug application reviewed by the Food and Drug Administration; or
3. Involve a drug trial that is exempt from having such an Investigational new drug application.

Routine patient care costs are costs associated with the provision of health care items and services including drugs, items, devices and services typically covered by Cigna for an Insured who is not enrolled in a clinical trial, including the following:

- Services typically provided absent a clinical trial.
- Services required solely for the provision of the Investigational drug, item, device or service.
- Services required for the clinically appropriate monitoring of the Investigational drug, device, item or service.
- Services provided for the prevention of complications arising from the provision of the Investigational drug, device, item or service.
- Reasonable and necessary care arising from the provision of the Investigational drug, device, item or service, including the diagnosis or treatment of complications.

For clinical trials, routine patient costs **do not** include:

1. the Investigational item, device, or service, itself;
2. items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
3. a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

## **Enteral Nutrition**

This Policy includes benefits for Covered Expenses for medical foods that are specially formulated for enteral feedings or oral consumption.

Coverage includes dietary products, including formulas and low protein modified food products, used for the treatment of inborn errors of amino acid or urea cycle metabolism.

Dietary products refers to a medical food or a low protein modified food product that:

- is specifically formulated to treat inborn errors of amino acid or urea cycle metabolism;
- is not a food that is naturally low in protein; and
- is used under the direction of a physician.

Inborn errors of amino acid or urea cycle metabolism refers to a disease caused by an inherited abnormality of body chemistry which is treatable by the dietary restriction of one or more amino acids.

For other diagnosis not specified above, coverage includes medically approved formulas prescribed by a Physician for treatment of phenylketonuria (PKU). Coverage for enteral nutrition and supplies required for enteral feedings is provided when all of the following conditions are met:

- It is necessary to sustain life or health.
- It is used in the treatment of, or in association with, a demonstrable disease, condition or disorder.
- It requires ongoing evaluation and management by a Physician.
- It is the sole source of nutrition or a significant percentage of daily caloric intake.

Coverage for enteral nutrition does not include:

- Regular grocery products that meet the nutritional needs of the patient (e.g. over-the-counter infant formulas such as Similac, Nutramigen and Enfamil); or
- Medical food products that:
  - are prescribed without a diagnosis requiring such foods;
  - are used for convenience purposes;
  - have no proven therapeutic benefit without an underlying disease, condition or disorder;
  - are used as a substitute for acceptable standard dietary intervention; or
  - are used exclusively for nutritional supplementation.

### **Adoption Benefit**

An adoption indemnity benefit of \$4,000 is payable to you if a child is placed for adoption with you within 90 days of birth. If more than one child from the same birth is placed for adoption with you, only one adoption indemnity benefit will be paid. If each adoptive parent has coverage for maternity benefits with a different insurer and makes a claim for the adoption indemnity benefit, Cigna will only pay its pro rata share of the adoption indemnity benefit. Cigna may request reimbursement from you for any payment made if: the post-placement evaluation disapproves the adoption placement; and a court rules the adoption may not be finalized because of an act or omission of an adoptive parent or parents that affects the child's health or safety.

## **Exclusions And Limitations: What Is Not Covered By This Policy**

### **Excluded Services**

In addition to any other exclusions and limitations described in this Policy, there are no benefits provided for the following:

- Services for health conditions which have not been provided by Your PCP, provided by Referral from Your PCP or authorized by Cigna, except for immediate treatment of an Emergency Medical Condition.
- **Services obtained from a Non-Participating/Out-of-Network Provider**, except for treatment of an Emergency Medical Condition.
- Any **amounts in excess of maximum benefit limitations of Covered Expenses** stated in this Policy.
- Services **not specifically listed as Covered Services** in this Policy.
- Services or supplies that are **not Medically Necessary**.
- Services or supplies that are considered to be for **Experimental Procedures or Investigative Procedures or Unproven Procedures**.
- Services **received before the Effective Date of coverage**.
- Services **received after coverage under this Policy ends**.
- Services **for which You have no legal obligation to pay** or for which no charge would be made if You did not have a health plan or insurance coverage.
- Any condition for which benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, **under any workers' compensation, employer's liability law or occupational disease law**, even if the Insured Person does not claim those benefits.
- Conditions caused by: (a) an **act of war (declared or undeclared)**; (b) the **inadvertent release of nuclear energy** when government funds are available for treatment of Illness or Injury arising from such release of nuclear energy; (c) an Insured Person **participating in the military service of any country**; (d) an Insured Person voluntarily **participating in an insurrection, rebellion, or riot**; (e) services received as a direct result of an Insured Person's commission of, or attempt to commit a **felony** (whether or not charged) **or as a direct result of the Insured Person being engaged in an illegal occupation**; (f) an Insured Person being intoxicated, as defined by applicable state law in the state where the Illness occurred or under the influence of illegal narcotics or non-prescribed controlled substances unless administered or prescribed by Physician.
- Any **services provided by a local, state or federal government agency**, except when payment under this Policy is expressly required by federal or state law.
- Any services required by state or federal law to be supplied by a public school system or school district.
- Any **services for which payment may be obtained from any local, state or federal government agency** (except Medicaid). Veterans Administration Hospitals and Military Treatment Facilities will be considered for payment according to current legislation.
- **If the Insured Person is enrolled for Medicare** Part A, B or D, Cigna will provide claim payment according to this Policy minus any amount paid by Medicare, not to exceed the amount Cigna would have paid if it were the sole insurance carrier.
- **Court-ordered treatment or hospitalization**, unless such treatment is prescribed by a Physician and listed as covered in this Policy.

- Professional **services or supplies received or purchased directly or on Your behalf by anyone, including a Physician, from** any of the following:
  - Yourself or Your employer;
  - A person who lives in the Insured Person's home, or that person's employer;
  - A person who is related to the Insured Person by blood, marriage or adoption, or that person's employer; or.
  - A facility or health care professional that provides remuneration to You, directly or indirectly, or to an organization from which You receive, directly or indirectly, remuneration.
- Services of a Hospital emergency room **for any condition that is not an Emergency Medical Condition** as defined in this Policy.
- **Custodial Care, including but not limited to rest cures; infant, child or adult day care, including geriatric day care.**
- **Complementary and alternative medicine services, including but not limited to:** massage therapy; animal therapy, including but not limited to equine therapy or canine therapy; art therapy; meditation; visualization; acupuncture; acupressure; reflexology; rolfing; light therapy; aromatherapy; music or sound therapy; dance therapy; sleep therapy; hypnosis; energy-balancing; breathing exercises; movement and/or exercise therapy including but not limited to yoga, pilates, tai-chi, walking, hiking, swimming, golf; and any other alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. Services specifically listed as covered under "Rehabilitative Therapy" and "Habilitative Therapy" are not subject to this exclusion.
- Any services or supplies **provided by or at a place for the aged, a nursing home, or any facility** a significant portion of the activities of which include rest, recreation, leisure, or any other services that are not Covered Services.
- **Assistance in activities of daily living**, including but not limited to: bathing, eating, dressing, or other Custodial Care, self-care activities or homemaker services, and services primarily for rest, domiciliary or convalescent care.
- Inpatient room and board **Charges in connection with a Hospital stay primarily for diagnostic tests** which could have been performed safely on an outpatient basis.
- Services **ordered by a Physician or other Provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility**, when that Physician or other Provider:
  - Has not been actively involved in Your medical care prior to ordering the service, or
  - Is not actively involved in Your medical care after the service is received.

This exclusion does not apply to mammography.

- **Dental services**, dentures, bridges, crowns, caps or other Dental Prostheses, extraction of teeth or treatment to the teeth or gums, except as specifically provided in this Policy.
- **Orthodontic Services**, braces and other orthodontic appliances including orthodontic services for Temporomandibular Joint Dysfunction.
- **Dental Implants:** Dental materials implanted into or on bone or soft tissue or any associated procedure as part of the implantation or removal of dental implants.
- **Hearing aids** including but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs), except as specifically stated in this Policy, limited to the least expensive professionally adequate device. For the purposes of this exclusion, a hearing aid is any device that amplifies sound.



- **Routine hearing tests** except as provided under Preventive Care.
- **Genetic screening** or pre-implantations genetic screening: general population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- **Optometric services**, eye exercises including orthoptics, eyeglasses, contact lenses, routine eye exams, and routine eye refractions, except as specifically stated in this Policy under Pediatric Vision.
- An **eye surgery solely for the purpose of correcting refractive defects** of the eye, such as near-sightedness (myopia), astigmatism and/or farsightedness (presbyopia).
- **Cosmetic surgery, therapy** or other services for beautification, to improve or alter appearance or self-esteem or to treat psychological or psychosocial complaints regarding one's appearance. This exclusion does not apply to Reconstructive Surgery to restore a bodily function or to correct a deformity caused by Injury or congenital defect of a Newborn child, or for Medically Necessary Reconstructive Surgery performed to restore symmetry incident to a mastectomy or lumpectomy.
- **Non-Medical counseling or ancillary services**, including but not limited to: education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other non-medical ancillary services for learning disabilities and developmental delays, except as otherwise stated in this Policy.
- Any treatment, prescription drug, service or supply **to treat sexual dysfunction**, enhance sexual performance or increase sexual desire.
- All services related to **the evaluation or treatment of fertility and/or Infertility**, including, but not limited to, all tests, consultations, examinations, medications, invasive, medical, laboratory or surgical procedures including sterilization reversals and In vitro fertilization, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT).
- **Cryopreservation** of sperm or eggs, or storage of sperm for artificial insemination (including donor fees).
- Fees associated with the **collection or donation of blood or blood products**, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration **for the purpose of general improvement in physical condition**.
- **Orthopedic shoes** (except when joined to braces), shoe inserts, foot orthotic devices.
- **External and internal power enhancements** or power controls for prosthetic limbs and terminal devices.
- **Myoelectric prostheses** peripheral nerve stimulators.
- **Electronic prosthetic limbs or appliances** unless Medically Necessary to restore or maintain the ability to complete activities of daily living or essential job-related activities and that is not solely for comfort or convenience, when a less-costly alternative is not sufficient.
- **Prefabricated foot Orthoses**.
- **Cranial banding/cranial orthoses/other similar devices**, except when used postoperatively for synostotic plagiocephaly.
- **Orthosis shoes**, shoe additions, procedures for foot orthopedic shoes, shoe modifications and transfers.
- Orthoses primarily used for cosmetic rather than functional reasons.

- **Non-foot Orthoses**, except **only** the following non-foot orthoses are covered when Medically Necessary:
  - a. Rigid and semi-rigid custom fabricated Orthoses;
  - b. Semi-rigid pre-fabricated and flexible Orthoses; and
  - c. Rigid pre-fabricated Orthoses, including preparation, fitting and basic additions, such as bars and joints.
- Services primarily for **weight reduction or treatment of obesity including morbid obesity**, or any care which involves weight reduction as a main method for treatment. This includes any morbid obesity surgery, even if the Insured Person has other health conditions that might be helped by a reduction of obesity or weight, or any program, product or medical treatment for weight reduction or any expenses of any kind to treat obesity, weight control or weight reduction.
- Treatment that will not result in a favorable modification or prevent deterioration.
- **Educational services** except for Diabetes Self-Management Training Programs, treatment for Autism, or as specifically provided or arranged by Cigna.
- **Nutritional counseling** except when provided as part of the Preventive Care Services, Treatment of Diabetes Services or Mental Health Services stated in this Policy.
- **Food supplements**, except as stated in this Policy.
- **Exercise equipment, comfort items and other medical supplies and equipment** not specifically listed as Covered Services in the Covered Services section of this Policy. Excluded medical equipment includes, but is not limited to: air purifiers, air conditioners, humidifiers; treadmills; spas; elevators; supplies for comfort, hygiene or beautification; wigs, disposable sheaths and supplies; correction appliances or support appliances and supplies such as stockings, and consumable medical supplies other than ostomy supplies and urinary catheters, including, but not limited to, bandages and other disposable medical supplies, skin preparations and test strips except as otherwise stated in this Policy.
- **Physical, and/or Occupational Therapy/Medicine** except when provided during an inpatient Hospital confinement or as specifically stated in the Benefit Schedule and under "Services for Rehabilitative Therapy (Physical Therapy, Occupational Therapy and Speech Therapy)" in the section of this Policy titled "Comprehensive Benefits: What the Policy Pays For".
- All **Foreign Country Provider Charges** are excluded under this Policy except as specifically stated under "Treatment received from Foreign Country Providers" in the section of this Policy titled "Comprehensive Benefits: What the Policy Pays For".
- **Routine foot care** including the cutting or removal of corns or calluses; the trimming of nails, routine hygienic care and any service rendered in the absence of localized illness, injury or symptoms involving the feet except when provided to a person who has a systemic disease, such as diabetes with peripheral neuropathy or circulatory insufficiency, of such severity that unskilled performance of the procedure would be hazardous or as otherwise stated in this Policy.
- **Charges for which We are unable to determine Our liability** because the Insured Person failed, within 60 days, or as soon as reasonably possible to: (a) authorize Us to receive all the medical records and information We requested; or (b) provide Us with information We requested regarding the circumstances of the claim or other insurance coverage.
- Charges for **chiropractic treatment**.
- Charges for services for **Temporomandibular Joint Dysfunction (TMJ)**.
- Charges for dental care, including **accidental injury to natural teeth**.

## **Prescription Drug Benefits**

### **Pharmacy Payments**

For Definitions associated with Prescription Drug benefits, refer to the "Definitions" section of this Policy. Prescription Drug benefits are subject to the provisions within this section, and all other Policy provisions.

Covered Prescription Drugs and Related Supplies purchased at a Pharmacy are subject to the Deductible shown in the Benefit Schedule, and, once the Deductible is satisfied, subject to any applicable Copayments and/or Coinsurance shown in the Benefit Schedule. For additional information on the Deductible, please refer to the "Definitions" section of the Policy.

**Cigna's Prescription Drug List is available upon request by calling the Customer Service number on Your ID card or at <http://www.cigna.com/ifp-drug-list>.**

In the event that You request a Brand Name Drug that has a Generic equivalent, You will be financially responsible for the amount by which the cost of the Brand Name Drug exceeds the cost of the Generic Drug, plus the Generic Copayment or Coinsurance shown in the Benefit Schedule.

Your responsibility for covered Prescription Drugs and Related Supplies will always be the lowest of:

- the Copayment or Coinsurance for the Prescription Drug; or
- Cigna's discounted rate for the Prescription Drug; or
- the Pharmacy's Usual and Customary (U&C) charge for the Prescription Drug.

Usual & Customary (U&C) means the established Pharmacy retail cash price, less all applicable customer discounts that Pharmacy usually applies to its customers, regardless of the customer's payment source.

### **Prescription Drugs Covered under the Medical Benefits**

When Prescription Drugs on Cigna's Prescription Drug List are administered in a health care setting by a Physician or health care professional, and are billed with the office or facility Charges, they will be covered under the medical benefits of this Policy. However, they may still be subject to Prescription Drug Prior Authorization or Step Therapy requirements.

For certain Limited Distribution Drugs covered under the medical benefits of this Policy, the Provider who administers the drug must obtain the drug directly from a Cigna designated Limited Distribution Drug Provider, which may be a home delivery Pharmacy, in order for that drug to be covered. If You have questions about the acquisition of the drugs being administered to You, please consult Your Provider.

## **Self-Administered Injectable Medication and Infusion and Medication Benefits**

### **Drugs Covered under the Prescription Drug Benefits**

Self-Administered Injectable Medications, and syringes for the self-administration of those drugs, are covered under the Prescription Drug benefits of this Policy. To determine if a drug prescribed for You is covered, You can:

- log into Your mycigna.com account, and
- view the Cigna Prescription Drug List at <http://www.cigna.com/ifp-drug-list>, and
- then choose the Cigna Prescription Drug List for Your state.

Note: the drugs may be subject to Prescription Drug Prior Authorization or Step Therapy requirements.

### **Medications Covered under the Medical Benefits**

Infusion and Injectable Medications on Cigna's Prescription Drug List are covered under the medical benefits of this Policy when Infusion and Injectable Medications on Cigna's Prescription Drug List are administered in a healthcare setting by a Physician or Other Health Care Professional, and are billed with the office or facility Charges.

You or Your Physician can view the Cigna Prescription Drug List by:

- accessing <http://www.cigna.com/ifp-drug-list>, and
- choose Your state.

Note: the drugs may be subject to Prescription Drug Prior Authorization or Step Therapy requirements.

### **Prescription Drug List Management**

The Prescription Drug List is managed by the Business Decision Team, which makes, subject to the P&T Committee's review and approval of the Prescription Drug List, coverage tier placement decisions of Prescription Drugs or Related Supplies and/or applies utilization management requirements to certain Prescription Drugs or Related Supplies. Your Policy's coverage tiers may contain Prescription Drugs or Related Supplies that are Generic Drugs, Brand Name Drugs or Specialty Medications. Placement of any Prescription Drug or Related Supplies in a specific tier, and application of utilization management requirements to a Prescription Drug, depends on a number of clinical and economic factors. Clinical factors include, without limitation, the P&T Committee's evaluations of the place in therapy, or relative safety or relative efficacy of the Prescription Drug or Related Supplies, and economic factors include, without limitation, the cost and/or available rebates for Prescription Drugs or Related Supplies. Whether a particular Prescription Drug or Related Supplies is appropriate for You or any of Your Family Member(s), regardless of its eligibility coverage under Your Policy, is a determination that is made by You (or Your Family Member) and the prescribing Physician.

The coverage status of a Prescription Drug or Related Supply may change periodically during the Policy Year for various reasons. For example, a Prescription Drug or Related Supply may be removed from the market, a new Prescription Drug in the same therapeutic class may become available, or the cost of a Prescription Drug or Related Supply may increase.

As a result of coverage changes, You may be required to pay more or less for that Prescription Drug or Related Supply, or try another covered Prescription Drug or Related Supply. Please access [www.mycigna.com](http://www.mycigna.com) through the Internet or call Customer Service at the telephone number on Your ID card for the most up-to-date coverage tier status, utilization management, or other coverage limitations for Prescription Drugs or Related Supplies.

## **Covered Expenses**

If an Insured Person, while covered under this Policy, incurs expenses for Charges made by a Pharmacy for Medically Necessary Prescription Drugs or Related Supplies ordered by a Physician, Cigna will provide coverage for those expenses as shown in the Benefit Schedule. Coverage also includes Medically Necessary Prescription Drugs and Related Supplies dispensed for a prescription issued to You or Your Family Members by a licensed dentist for the prevention of infection or pain in conjunction with a dental procedure.

When You or Your Family Members are issued a prescription for Medically Necessary Prescription Drugs or Related Supplies as part of the rendering of Emergency Services and that prescription cannot reasonably be filled by a Participating Pharmacy, the prescription will be covered by Cigna as if filled by a Participating Pharmacy.

## **Patient Assurance Program**

Your Policy offers additional discounts for certain covered Prescription Drugs that are dispensed by a Pharmacy included in what is known as the "Patient Assurance Program". As may be described elsewhere in this Policy, from time to time Cigna may directly or indirectly enter into arrangements with pharmaceutical manufacturers for discounts that result in a reduction of your out of pocket expenses for certain covered Prescription Drugs for which Cigna directly or indirectly earns the discounts. Specifically, some or all of the Patient Assurance Program discount earned by Cigna for certain covered Prescription Drugs included in the Patient Assurance Program is applied or credited to a portion of your Copayment or Coinsurance, if any. The Copayment or Coinsurance, if any, otherwise applicable to those certain covered Prescription Drugs as set forth in the benefit schedule may be reduced in order for Patient Assurance Program discounts or other payments earned by Cigna to be applied or credited to the Copayment or Coinsurance, if any, as described above.

For example, certain insulin drugs covered under the Prescription Drug benefit for which Cigna directly or indirectly earns a discount in connection with the Patient Assurance Program may result in a credit toward some or all of your Copayment or Coinsurance, if any, which, as noted, may be reduced from the amount set forth in the benefit schedule, for the insulin drugs. In addition, the covered insulin drugs eligible for Patient Assurance Program discounts may not be subject to any applicable Deductible, if any.

Any Patient Assurance Program discount that is used to satisfy your Copayment or Coinsurance, if any, for covered Prescription Drugs under the Patient Assurance Program applies toward your Out-of-Pocket Maximum.

Please note that the Patient Assurance Program discounts that Cigna may earn for Prescription Drugs, and may apply or credit to your Copayment or Coinsurance, if any, in connection with the Patient Assurance Program are unrelated to any rebates or other payments that Cigna may earn from a pharmaceutical manufacturer for the same or other Prescription Drugs. Except as may be noted elsewhere in this Policy, you are not entitled to the benefit of those rebates or other payments earned by Cigna because they are unrelated to the Patient Assurance Program. Additionally, the availability of the Patient Assurance Program, as well as the Prescription Drugs included in the Patient Assurance Program and/or your Copayment or Coinsurance, if any for those eligible Prescription Drugs, may change from time to time depending on factors including, but not limited to, the continued availability of the Patient Assurance Program discount(s) to Cigna in connection with the Patient Assurance Program. More information about the Patient Assurance Program including the Prescription Drugs included in the program, is available at the website shown on your ID card or by calling member services at the telephone number on your ID card.

## What Is Covered

- Outpatient drugs and medications that Federal and/or applicable State law restrict to sale by Prescription only, except for Insulin which does not require a prescription.
- Pharmaceuticals to aid smoking cessation in accordance with “A” or “B” recommendations of the U.S. Preventive Services Task Force.
- Insulin (no prescription required); syringes; injection aids, blood glucose monitors, blood glucose monitors for the legally blind; glucose test strips; visual reading ketone strips; urine test strips; lancets; oral hypoglycemic agents; Glucagon emergency kits and alcohol swabs.
- Orally administered anti-cancer medications prescribed in connection with cancer chemotherapy treatments.
- All non-infused compound Prescriptions that contain at least one FDA approved Prescription ingredient compounded from an FDA approved finished pharmaceutical product and are otherwise covered under the Prescription benefits, **excluding** any bulk powders included in the compound.
- Contraceptive drugs and devices approved by the FDA.
- Specialty Medications.
- Immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention, when available for administration at a Pharmacy.

## Conditions of Service

The Drug or medicine must be all of the following:

- Prescribed in writing, except for insulin, by a Physician and dispensed within one year of being prescribed, subject to Federal or state laws.
- Approved for use by the Food and Drug Administration.
- For the direct care and treatment of the Insured Person's Illness, Injury or condition; however dietary supplements, health aids or drugs for cosmetic purposes are not covered, even if prescribed by a Physician for the care and treatment of an Insured Person's Illness.
- Purchased from a licensed retail Pharmacy or ordered by mail through Express Scripts Pharmacy, Cigna's home delivery Pharmacy.
- The drug or medicine must not be used while the Insured Person is an inpatient in any facility.
- The Prescription must not exceed the days' supply indicated in the “Limitations” section below.
- Infusion and Injectable Medications and Specialty Medications may require Prior Authorization or Step Therapy.

## **Exclusions**

The following are not covered under this Policy. No payment will be made for the following expenses:

- Drugs not approved by the Food and Drug Administration;
- Any drugs that are not on the Prescription Drug List and not otherwise approved for coverage through the non-Prescription Drug List exception process;
- Drugs, devices and/or supplies available over the counter that do not require a prescription by federal or state law except as otherwise stated in this Policy, or specifically designated as No Cost Preventive Care and required by the Patient Protection and Affordable Care Act (PPACA);
- Drugs that do not require a Federal legend (a Federal designation for drugs requiring supervision of a Physician), other than insulin;
- Any drug that is a pharmaceutical alternative to an over-the-counter drug other than insulin;
- A drug class in which at least one of the drugs is available over the counter and the drugs in the class are deemed to be therapeutically equivalent as determined by the P&T Committee;
- Infertility related drugs, except those required by the Patient Protection and Affordable Care Act (PPACA);
- Infused Immunization agents, biological products for allergy immunization, biological sera, blood, blood plasma and other blood products or fractions are covered under the medical benefits of this Policy;
- Any drugs used for the treatment of sexual dysfunction, including, but not limited to erectile dysfunction, delayed ejaculation, anorgasm, and decreased libido/ and or sexual desire;
- Any drugs used for weight loss, weight management, metabolic syndrome, and antiobesity agents;
- Any drugs that are Experimental or Investigational or Unproven as described in this Policy; except as specifically stated in the sections of this Policy titled "Clinical Trials", and any benefit language concerning "Off Label Drugs";
- Food and Drug Administration (FDA) approved drugs used for purposes other than those approved by the FDA unless the drug is recognized for the treatment of the particular indication in one of the standard reference compendia (The American Hospital Formulary Service Drug Information or AHFS) or in medical literature. Medical literature means scientific studies published in a peer-reviewed English-language bio-medical journals;
- Implantable contraceptive products inserted by the Physician are covered under the Policy's medical benefits;
- Prescription and nonprescription supplies (such as ostomy supplies), devices, and appliances other than Related Supplies, except for those pertaining to Diabetic Supplies and Equipment;
- Prescription vitamins other than prenatal vitamins; dietary supplements, herbal supplements and fluoride other than supplements specifically designated as preventive under the Patient Protection and Affordable Care Act (PPACA);
- Drugs used for cosmetic purposes that have no medically acceptable use, such as drugs used to reduce wrinkles, drugs to promote hair growth, drugs used to control perspiration and fade cream products;
- Medications used for travel prophylaxis, except anti-malarial drugs;
- Drugs obtained outside the United States;
- Any fill or refill of Prescription Drugs and Related Supplies to replace those lost, stolen, spilled, spoiled or damaged before the next refill date;

- Drugs used to enhance athletic performance;
- Drugs which are to be taken by or administered to the Insured Person while a patient in a licensed Hospital, Skilled Nursing Facility, rest home or similar institution which operates on its premises or allows to be operated on its premises a facility for dispensing pharmaceuticals;
- Any Drugs, medications, or other substances dispensed or administered in any outpatient setting. This includes, but is not limited to, items dispensed by a Physician;
- Drug convenience kits;
- Prescriptions more than one year from the original date of issue;
- Any costs related to the mailing, sending or delivery of Prescription Drugs;
- Any intentional misuse of this benefit, including prescriptions purchased for consumption by someone other than the Insured Person.

### **Limitations**

Each Prescription Order or refill, unless limited by the drug manufacturer's packaging, shall be limited as follows:

- Up to a 30 supply, at a Participating Retail Pharmacy for drug tiers 1 through 4 and up to a 30 day supply of tier 5 drugs, unless limited by the drug manufacturer's packaging (for detailed information about drug tiers please refer to the Policy Benefit Schedule); or
- Up to a 90 day supply, at a 90 Day Retail Pharmacy for drug tiers 1 through 4 and up to a 30 day supply of tier 5 drugs, unless limited by the drug manufacturer's packaging. To locate a 90 Day Retail Pharmacy You can call the Customer Service number on Your ID card or go to [www.cigna.com/ifp-providers](http://www.cigna.com/ifp-providers) (for detailed information about drug tiers please refer to the Policy Benefit Schedule).
- Up to a 90 day supply at Express Script Pharmacy, Cigna's home delivery Pharmacy for drug tiers 1 through 4 and up to a 30 day supply of tier 5 drugs, unless limited by the drug manufacturer's packaging (for detailed information about drug tiers please refer to the Policy Benefit Schedule).
- Tobacco cessation medications that are included on Cigna's Prescription Drug List are limited to two 90 day supplies per Year.
- Managed drug limits (MDL) may apply to dose and/or number of days' supply of certain drugs; managed drug limits are based on recommendations of the federal Food and Drug Administration (FDA) and the drug manufacturer.
- To a dosage and/or dispensing limit as determined by the P&T Committee.

### **Authorization, Exception and Appeal Process for Prescription Drugs and Related Supplies**

Authorization from Cigna is required for certain Prescription Drugs and Related Supplies, meaning that Your Physician must obtain authorization from Cigna before the Prescription Drug or Related Supply will be covered.

#### **Prior Authorization**

When Your Physician prescribes certain Prescription Drugs or Related Supplies, including high cost and Specialty Medications, Cigna requires Your Physician to obtain authorization before the prescription or supply can be filled. To obtain Prior Authorization, Your Physician must follow the Prescription Drug and Related Supply Authorization and Exception Request Process as described below.



## **Step Therapy**

Step Therapy is a type of Prior Authorization. Cigna may require an Insured Person to follow certain steps before covering some Prescription Drugs and Related Supplies, including without limitation, some higher-cost and Specialty Medications. If a Prescription Drug or Related Supply is subject to a Step Therapy requirement, then You must try one or more similar Prescription Drugs and Related Supplies before the Policy will cover the requested Prescription Drug or Related Supply. The Prescription Drugs and Related Supplies that require Step Therapy can be identified on the Prescription Drug List at [www.mycigna.com](http://www.mycigna.com). To obtain Step Therapy Authorization, Your Physician must follow the Prescription Drug and Related Supply Authorization and Exception Request Process as described below.

## **Exceptions for Prescription Drugs and Related Supplies not on the Prescription Drug List**

If Your Physician prescribes a Prescription Drug or Related Supply that is not on Cigna's Prescription Drug List, he or she can request that Cigna make an exception and agree to cover that drug or supply for Your condition. To obtain an exception for a Prescription Drug or Related Supply, Your Physician must follow the Prescription Drug and Related Supply Authorization and Exception Request Process as described below.

## **Prescription Drug and Related Supply Authorization and Exception Request Process**

To obtain an exception, Your Physician may call Cigna, or complete the appropriate form and fax it to Cigna to request an exception. Your Physician can certify in writing that You have previously used a Prescription Drug or Related Supply that is on Cigna's Prescription Drug List or in a Step Therapy Protocol, and the Prescription Drug or Related Supply has been detrimental to Your health or has been ineffective in treating Your condition and, in the opinion of Your Physician, is likely to again be detrimental to Your health or ineffective in treating the condition. The exception request will be reviewed and completed by Cigna within 72 hours of receipt.

## **Expedited Review of a Prior Authorization, Step Therapy or Prescription Drug Exception Request**

An expedited review may be requested by Your Physician when You are suffering from a health condition that may seriously jeopardize Your life, health, or ability to regain maximum function or when You are undergoing a current course of treatment using a Prescription Drug or Related Supply not on Cigna's Prescription Drug List. The expedited review will be reviewed and completed by Cigna within 24 hours of receipt.

If the request is approved, Your Physician will receive confirmation. The Authorization/Exception will be processed in Cigna's pharmacy claim system to allow You to have coverage for those Prescription Drugs or Related Supplies. The length of the Authorization will be granted until You no longer use the Prescription Drug or Related Supply for which the Authorization or Exception was approved. When Your Physician advises You that coverage for the Prescription Drugs or Related Supplies has been approved, You should contact the Pharmacy to fill the prescription(s).

If the request is denied, You and Your Physician will be notified that coverage for the Prescription Drugs or Related Supplies was not authorized.

## **Appeal of a Prior Authorization, Step Therapy or Prescription Drug Exception Denial**

If You, a person acting on Your behalf or the prescribing Physician or other prescriber disagree with a coverage decision, You, a person acting on Your behalf or the prescribing Physician or other prescriber may appeal that decision in accordance with the provisions of this Policy, by submitting a written request stating why the Prescription Drugs or Related Supplies should be covered. Please see the section of this Policy entitled "WHEN YOU HAVE A COMPLAINT OR AN APPEAL" which describes the process for the External Independent Review.

If You have questions about specific Prescription Drug List exceptions, Prior Authorization or a Step Therapy request, call Customer Service at the toll-free number on the back of Your ID card.

## **Coverage of New Drugs**

All new Food and Drug Administration (FDA)-approved Prescription Drug or Related Supplies (or new FDA-approved indications) are designated as Non-Prescription Drug List Prescription Drugs or Related Supplies until the Cigna Business Decision Team makes a placement decision on the new Prescription Drug or Related Supplies (or new indication), which decision shall be based in part on the P & T Committee's clinical review of the drug. The P&T Committee makes a reasonable effort to review all new FDA approved Prescription Drugs and Related Supplies (or new FDA approved indications) within 90 days of its release to the market. The Business Decision Team must make a decision on each new FDA approved drug product (or new FDA approved indication) within 180 days of its release onto the market, or a clinical justification must be documented if this timeframe is not met.

## **Reimbursement/Filing a Claim**

When an Insured Person purchases Prescription Drugs or Related Supplies through a retail Participating Pharmacy they pay any applicable Copayment, Coinsurance or Deductible shown in the Schedule at the time of purchase. The Insured Person does not need to file a claim form.

To purchase Prescription Drugs or Related Supplies from Express Scripts Pharmacy, Cigna's home delivery Pharmacy, see the home delivery drug brochure on [www.mycigna.com](http://www.mycigna.com), or call the toll-free customer service number on the back of Your ID card.

## **Claims and Customer Service**

Drug claim forms are available upon written request to:

For retail Pharmacy claims:  
Cigna Pharmacy Service Center  
P.O. Box 188053  
Chattanooga TN 37422-8053

For home delivery Pharmacy claims:  
Express Scripts Pharmacy  
P.O. Box 1019  
Horsham PA 19044-1019  
1-800-835-3784

**Forms are also available online at [www.mycigna.com](http://www.mycigna.com).**

The address to which You must mail paper claim forms is subject to change. Please check [www.mycigna.com](http://www.mycigna.com) or call the toll-free customer service number on the back of Your ID card to confirm the appropriate mailing address for any claim form You wish to send. If You or Your Family Member(s) have any questions about the Prescription Drug benefit, call the toll-free customer service number on the back of Your ID card.

## **Pediatric Vision Benefits for Care Performed by an Ophthalmologist or Optometrist**

**Note: Routine vision screening performed by a PCP or pediatrician is covered under the Preventive Services benefit**

### **Definitions**

**Pediatric Frame Collection** means designated frames that are adequate to hold lenses, and are covered in full under essential healthcare benefits.

**Pediatric Vision Services** means routine vision care examinations, preventive treatment and other services or treatment described in the “Pediatric Vision Services” section of this Policy provided to an Insured Person who is under age 19. **Benefits will apply until the end of the month in which this limiting age is reached.**

### **Pediatric Vision Benefits**

Please be aware that the Pediatric Vision network is different from the network of Your medical benefits.

Covered Pediatric Vision Benefits are subject to any applicable Coinsurance shown in the Benefit Schedule.

### **Covered Benefits**

In-Network Covered Benefits for Insured Persons less than 19 years of age include:

- Examinations – One vision and eye health evaluation by an Optometrist or an Ophthalmologist including but not limited to eye health examination, dilation, refraction and prescription for glasses.
- Eyeglass lenses include all prescription including prism, choice of polycarbonate, glass or plastic standard single vision, lined bifocal, lined trifocal, lenticular and standard progressive lenses: including these additional lens add-ons:
  - Polycarbonate lenses
  - Scratch-coating
  - Oversize lenses;
  - Solid and gradient tints.
  - Ultra-Violet (UV) coating
  - Photochromic Glass or Plastic (i.e. Transitions)
  - Minimum 20% savings\* on all additional lens enhancements you choose for your lenses, including but not limited to: anti-reflective coatings; photochromic (glass or plastic); polarized; Hi-Index and lens styles such as Blended Segment, Intermediate, and Premium Progressive lenses.
- \* Provider participation is 100% voluntary; please check with your Eye Care Professional for any offered discounts.
- Frames – One frame for prescription lenses per year from Pediatric Frame Collection. Only frames in the Pediatric frame Collection are covered at 100%. Non-Collection Frames: Member cost share up to 75% of retail.

- Elective Contact Lenses– One pair or a single purchase of a supply of contact lenses in lieu of lenses and frame benefit (may not receive contact lenses and frames in same benefit year), including the professional services.
- Therapeutic Contact Lenses are covered for a one year supply, regardless of the contact lens type, including professional services, in lieu of frame and lenses. Coverage for Therapeutic contact lenses will be provided when visual acuity cannot be corrected to 20/70 in the better eye with eyeglasses and the fitting of the contact lenses would obtain this level of visual acuity; and in certain cases of anisometropia, keratoconus, or aphakia; as determined and documented by Your Vision Provider. Contact lenses fitted for other therapeutic purposes or the narrowing of visual fields due to high minus or plus correction are not covered.
- Low Vision Coverage: Supplemental professional low vision services and aids are covered in full once every 12 months for a Member with partial sight, or whose sight is not fully correctable with surgery, pharmaceuticals, contact lenses or glasses. There are various low vision aids, such as high-powered spectacles, magnifiers and telescopes, which can aid the Member with their specific needs.

Some Cigna Vision Network Eye Care Professionals may not offer these services. Please check with Your eye care professional first before scheduling an appointment.

### **Exclusions**

- Orthoptic or vision training and any associated supplemental testing.
- Medical or surgical treatment of the eyes.
- Any eye examination, or any corrective eyewear, required by an employer as a condition of employment.
- Any Injury or Illness when paid or payable by Workers' Compensation or similar law, or which is work related.
- Charges in excess of the usual and customary charge for the Service or Material.
- Charges incurred after the Policy ends or the Insured's coverage under the Policy ends, except as stated in the Policy.
- Experimental or Investigational or Unproven or non-conventional treatment or device.
- Magnification or low vision aids not otherwise listed in "What's Covered" within this section, above.
- Any non-prescription eyeglasses, lenses, or contact lenses.
- Spectacle lens treatments, "add ons", or lens coatings not otherwise listed in "What's Covered." within this section.
- Two pair of glasses, in lieu of bifocals or trifocals.
- Safety glasses or lenses required for employment.
- VDT (video display terminal)/computer eyeglass benefit.
- For or in connection with Experimental or Investigational or Unproven procedures or treatment methods not approved by the American Medical Association or the appropriate vision specialty society.
- Claims submitted and received in-excess of twelve-(12) months from the original Date of Service.
- Services provided Out-of-network without Cigna's prior approval are not covered.

## **Limitations**

No payment will be made for more than one examination and one pair of lenses during a Calendar Year; or more than one pair of frames during a Calendar Year for any one person.

No payment will be made for expenses incurred for:

- medical or surgical treatment of the eye;
- lenses which are not Medically Necessary and are not prescribed by an Optometrist or Ophthalmologist, or frames for such lenses;
- care not listed in The Schedule;
- Other Exclusions and Limitations listed in this Policy

In addition, these benefits will be reduced so that the total payment under the items below will not be more than: 100% of the charge made for the vision service if the benefits are provided for that service under:

- this plan; and
- any medical expense plan or prepaid treatment program sponsored or made available by an Employer.

## **Cigna Vision Providers**

To find a Cigna Vision Provider, or to get a claim form, the Insured Person should visit [www.mycigna.com](http://www.mycigna.com) and use the link on the vision coverage page, or they may call Member Services using the toll-free number on their identification card.

## **Reimbursement/Filing a Claim**

When an Insured Person(s) has an exam or purchases materials from a Cigna Vision Provider they pay any applicable Copayment, Coinsurance or Deductible shown in the Schedule at the time of purchase. The Insured Person does not need to file a claim form.

If an Insured Person(s) has their exam or purchases materials from a Provider who is not a Cigna Vision Provider, the Insured Person pays the full cost at the time of purchase. The Insured Person must submit a claim form to be reimbursed. Send a completed Cigna Vision claim form and itemized receipt to:

Cigna Vision Claims Department  
PO Box 385018  
Birmingham, AL 35238-5018

Cigna Vision will pay for Covered Expenses within ten business days of receiving the completed claim form and itemized receipt.

If You or Your Family Member(s) have any questions about the Pediatric Vision benefit, call the toll-free customer service number on the back of Your ID card.

## **General Provisions**

### **Third Party Liability**

You agree to advise Us, in writing, within a reasonable time of Your claim against the third party and to take such action, provide such information and assistance, and execute such documents as We may reasonably require to facilitate enforcement of the claim. You also agree to take no action that may prejudice the rights or interests of Us under this Policy. Failure to provide notice of a claim or to cooperate with Us, or actions that prejudice our rights or interests, may be considered to be a material breach by Us and may subject You to legal action.

We may have a right to a lien, to the extent of benefits advanced, upon any recovery that You receive from the third party, the third party's insurer, or the third party's guarantor. Recovery may be by settlement, judgment or otherwise. The lien will be in the amount of benefits paid by Us under this Policy for the treatment of the Illness, disease, Injury or condition for which the third party is liable. We will be entitled to collect on our lien even if the amount recovered by or for the Insured Person (or his or her estate, parent or legal guardian) from or for the account of such third party as compensation for the Injury, Illness or condition is less than the actual loss suffered by the Insured Person. Note: The coverage under this Policy is secondary to any automobile no-fault or similar coverage.

In addition, if an Insured Person incurs expenses for Illness or Injury that occurred due to the negligence of a third party:

- We have the right to reimbursement for all benefits we paid from any and all damages collected from the third party for those same expenses whether by action at law, settlement, or compromise, by the Insured Person, Insured Person's parents, if the Insured Person is a minor, or Insured Person's legal representative as a result of that Illness or Injury; and
- We are assigned the right to recover from the third party, or his or her insurer, to the extent of the benefits we paid for that Illness or Injury.
- We shall have the right to first reimbursement out of all funds the Insured Person, the Insured Person's parents, if the Insured Person is a minor, or the Insured Person's legal representative, is or was able to obtain for the same expenses we have paid as a result of that Illness or Injury.

You are required to furnish any information or assistance or provide any documents that we may reasonably require in order to obtain our rights under this provision. This provision applies whether or not the third party admits liability.

### **Alternate Cost Containment Provision**

We may, in certain situations, approve services under an alternate treatment plan. An alternate treatment plan may include services or supplies otherwise limited or excluded by the Policy. The alternate treatment plan must be mutually agreed to by Us, the Insured Person, and the Physician, Provider, or other healthcare practitioner. Our offering an alternate treatment plan in a particular case in no way commits Us to do so in another case, nor does it prevent Us from strictly applying the express benefits, limitations, and exclusions of the Policy at any other time or for the Insured Person.

## **COORDINATION OF BENEFITS**

This section describes what this Policy will pay for Covered Expenses that are also covered under one or more other plans. You should file all claims with each plan.

### **Definitions**

For the purposes of this section, the following terms have the meanings set forth below:

#### **Plan**

Any of the following that provides benefits in the form of payment or services for:

- An insurance plan issued to an individual/nongroup or a group; or a self-insured group health plan providing benefits in the form of reimbursement or services for medical care or treatment/items.
- Governmental benefits as permitted by law, except for Medicaid, Medicare and Medicare supplement policies.
- Medical benefits coverage under any form of group or individual automobile insurance.

Each plan or part of a plan which has the right to coordinate benefits will be considered a separate plan.

#### **Primary Plan**

The plan that pays first as determined by the Order of Benefit Determination Rules below.

#### **Secondary Plan**

The plan that pays after the Primary Plan as determined by the Order of Benefit Determination Rules below. The benefits under the Secondary Plan are reduced based on the benefits under the Primary Plan.

#### **Allowable Expense**

The portion of a Covered Expense used in determining the benefits this plan pays when it is the Secondary Plan. The Allowable Expense is the lesser of:

- the charge used by the Primary Plan in determining the benefits it pays;
- the charge that would be used by this plan in determining the benefits it would pay if it were the Primary Plan, and
- the amount of the Covered Expense.

If the benefits for a Covered Expense under Your Primary Plan are reduced because You did not comply with the Primary Plan's requirements (for example, getting pre-certification of Hospital admission or a second surgical opinion), the amount of the Allowable Expense is reduced by the amount of the reduction.

#### **Claim Determination Period**

A Calendar Year, but does not include any part of a year during which You are not covered under this plan or any date before this section or any similar provision takes effect.

## Order of Benefit Determination Rules

A plan that does not have a coordination of benefits rule consistent with this section shall always be the Primary Plan. If the plan does have a coordination of benefits rule consistent with this section, the first of the following rules that applies to the situation is the one that applies:

- The plan that covers You as an enrollee or an employee shall be the Primary Plan and the plan that covers You as a dependent shall be the Secondary Plan;
- If You are a dependent child whose parents are not divorced or legally separated, the Primary Plan shall be the plan which covers the parent whose birthday falls first in the Calendar Year as an enrollee or employee;
- If You are the dependent of divorced or separated parents, benefits for the dependent shall be determined in the following order:
  - first, if a court decree states that one parent is responsible for the child's healthcare expenses or health coverage and the plan for that parent has actual knowledge of the terms of the order, but only from the time of actual knowledge;
  - then, the plan of the parent with custody of the child;
  - then, the plan of the spouse of the parent with custody of the child;
  - then, the plan of the parent not having custody of the child, and
  - finally, the plan of the spouse of the parent not having custody of the child.
- The plan that covers You as an active employee (or as that employee's dependent) shall be the Primary Plan and the plan that covers You as a laid-off or retired employee (or as that employee's dependent) shall be the Secondary Plan. If the other plan does not have a similar provision and, as a result, the plans cannot agree on the order of benefit determination, this paragraph shall not apply.
- The plan that covers You under a right of continuation which is provided by federal or state law shall be the Secondary Plan and the plan that covers You as an active employee or retiree (or as that employee's dependent) shall be the Primary Plan. If the other plan does not have a similar provision and, as a result, the plans cannot agree on the order of benefit determination, this paragraph shall not apply.
- If one of the plans that covers You is issued out of the state whose laws govern this plan, and determines the order of benefits based upon the gender of a parent, and as a result, the plans do not agree on the order of benefit determination, the plan with the gender rules shall determine the order of benefits.

If none of the above rules determines the order of benefits, the plan that has covered You for the longer period of time shall be primary.

## Effect on the Benefits Payable

- If this plan is the Primary Plan, the amount this plan pays for a Covered Expense will be determined without regard for the benefits payable under any other plan.
- If this plan is the Secondary Plan, the amount this plan pays for a Covered Expense is the Allowable Expense less the amount paid by the Primary Plan during a Claim Determination Period.

If while covered under this plan, You are also covered by another Cigna individual or group plan, You will be entitled to the benefits of only one plan. You may choose this plan or the plan under which You will be covered. Cigna will then refund any Premium received under the other plan covering the time period both policies were in effect. However, any claim payments made by Cigna under the plan You elected to cancel will be deducted from any such refund of Premium.



### **Recovery of Excess Benefits**

If this plan is the Secondary Plan and Cigna pays for Covered Expenses that should have been paid by the Primary Plan, or if Cigna pays any amount in excess of what it is obligated to pay, Cigna will have the right to recover the actual overpayment made. Cigna will have sole discretion to seek such recovery from any person to, or for whom, or with respect to whom, such services were provided or such payments made by any insurance company, healthcare plan or other organization. If We request, You must execute and deliver to Us such instruments and documents as We determine are necessary to secure the right of recovery.

### **Right to Receive and Release Information**

Cigna, without consent or notice to You, may obtain information from and release information to any other plan with respect to You in order to coordinate Your benefits pursuant to this section. You must provide us with any information We request in order to coordinate Your benefits pursuant to this section. This request may occur in connection with a submitted claim; if so, You will be advised that the "other coverage" information, (including an Explanation of Benefits paid under the Primary Plan) is required before the claim will be processed for payment. If no response is received within 90 days of the request, the claim will be denied. If the requested information is subsequently received, the claim will be processed.

### **Medicare Enrollment**

If an Insured Person is enrolled for Medicare, Cigna will calculate the claim payment for Covered Services according to the benefit levels of this Policy based on the allowed amount defined below, and pay this amount minus any amount paid by Medicare. A person is considered enrolled in Medicare on the earliest date any coverage under Medicare becomes effective for him/her. In no event will the amount paid exceed the amount that Cigna would have paid if it were the sole insurance carrier.

Under this scenario, the allowed amount will be the lesser of:

- The amount Medicare allowed; or
- Cigna's Negotiated Rate for a Participating Provider; or
- Cigna's Maximum Reimbursable Charge for a Non-Participating Provider.

### **WHEN YOU HAVE A COMPLAINT OR AN APPEAL**

For the purposes of this section, any reference to "You," "Your" or "Insured Person" also refers to a representative or provider designated by You to act on Your behalf, unless otherwise noted.

We want You to be completely satisfied with the care and services You receive. That is why We have established a process for addressing Your concerns and solving Your problems.

### **Start With Customer Service**

We are here to listen and to help. If You have a concern regarding a person, a service, the quality of care, contractual benefits, or a rescission of coverage, You can call Our toll-free number and explain Your concern to one of Our Customer Service representatives. Please call Us at the Customer Service Toll-Free Number that appears on Your benefit identification card, explanation of benefits or claim form.

We will do our best to resolve the matter on Your initial contact. If We need more time to review or investigate Your concern, We will get back to You as soon as possible, but in any case within 30 days.

If You are not satisfied with the results of a coverage decision, You can start the appeals procedure.

## **Appeals Procedure**

Cigna has a two-step appeals procedure for coverage decisions. To initiate an appeal for most claims, You must submit a request for an appeal within 365 days of receipt of a denial notice. However, if Cigna reduces or terminates coverage (except where the reduction or termination is due to a plan amendment or termination) for an ongoing course of treatment that Cigna previously approved, and the reduction or termination in coverage will occur before the end of the period of time or number of treatments that Cigna approved, then to initiate an appeal You must submit a request for an appeal of that reduction or termination in coverage within 30 days of receipt of the denial notice. If You appeal timely a reduction or termination in coverage for an ongoing course of treatment that Cigna previously approved, You will receive, as required by applicable law, continued coverage pending the outcome of an appeal. Appeals may be submitted to the following address:

Cigna  
National Appeals Organization (NAO)  
PO Box 188011  
Chattanooga, TN 37422

You should state the reason why You feel Your appeal should be approved and include any information supporting Your appeal. If You are unable or choose not to write, You may ask to register Your appeal by telephone. Call us at the toll-free number on your benefit identification card, explanation of benefits or claim form.

### **Level-One Appeal**

Your appeal will be reviewed and the decision made by someone not involved in the initial decision. Appeals involving Medical Necessity or clinical appropriateness will be considered by a health care professional.

For level-one appeals, We will respond in writing with a decision within 15 calendar days after We receive an appeal for a required preservice or concurrent care coverage determination (decision). We will respond within 30 calendar days after We receive an appeal for a postservice coverage determination. If more time or information is needed to make the determination, We will notify You in writing to request an extension of up to 15 calendar days and to specify any additional information needed to complete the review.

You may request that the appeal process be expedited if, the time frames under this process would seriously jeopardize Your life, health or ability to regain maximum function or in the opinion of Your Physician would cause You severe pain which cannot be managed without the requested services.

If You request that Your appeal be expedited, You may also ask for an expedited external Independent Review at the same time, if the time to complete an expedited level-one appeal would be detrimental to Your medical condition. Cigna's Physician reviewer, in consultation with the treating Physician, will decide if an expedited appeal is necessary. When an appeal is expedited, We will respond orally with a decision within 72 hours, followed up in writing.

## **Level Two Appeal**

If You are dissatisfied with Our level one appeal decision, You may request a second review. To start a level two appeal, follow the same process required for a level one appeal.

If the appeal involves a coverage decision based on issues of medical necessity, clinical appropriateness or experimental treatment, a medical review will be conducted by a Physician reviewer in the same or similar specialty as the care under consideration, as determined by Cigna's Physician reviewer. For all other coverage plan-related appeals, a second-level review will be conducted by someone who was a) not involved in any previous decision related to Your appeal, and b) not a subordinate of previous decision makers. Provide all relevant documentation with Your second-level appeal request.

For required preservice and concurrent care coverage determinations, Cigna's review will be completed within 15 calendar days. For postservice claims, Cigna's review will be completed within 30 calendar days. If more time or information is needed to make the determination, We will notify You in writing to request an extension of up to 15 calendar days and to specify any additional information needed to complete the review.

In the event any new or additional information (evidence) is considered, relied upon or generated by Cigna in connection with the level-two appeal, Cigna will provide this information to You as soon as possible and sufficiently in advance of the decision, so that You will have an opportunity to respond. Also, if any new or additional rationale is considered by Cigna, Cigna will provide the rationale to You as soon as possible and sufficiently in advance of the decision so that You will have an opportunity to respond. You will be notified in writing of the decision within five working days after the decision is made, and within the review time frames above if Cigna does not approve the requested coverage.

You may request that the appeal process be expedited if, (a) the time frames under this process would seriously jeopardize Your life, health or ability to regain maximum function or in the opinion of Your Physician would cause You severe pain which cannot be managed without the requested services; or (b) Your appeal involves nonauthorization of an admission or continuing inpatient Hospital stay. Cigna's Physician reviewer, in consultation with the treating Physician will decide if an expedited appeal is necessary. When an appeal is expedited, We will respond orally with a decision within 72 hours, followed up in writing.

## **Independent Review Procedure**

If You are not fully satisfied with the decision of Cigna's level two appeal review regarding Your Medical Necessity or clinical appropriateness issue, You may request that Your appeal be referred to an Independent Review Organization. The Independent Review Organization is composed of persons who are not employed by Cigna HealthCare or any of its affiliates. A decision to use the voluntary level of appeal will not affect the claimant's rights to any other benefits under the plan.

There is no charge for You to initiate this independent review process. Cigna will abide by the decision of the Independent Review Organization.

In order to request a referral to an Independent Review Organization, certain conditions apply. The reason for the denial must be based on a Medical Necessity or clinical appropriateness determination by Cigna. Administrative, eligibility or benefit coverage limits or exclusions are not eligible for appeal under this process.

To request a review, You must notify the Appeals Coordinator within 180 days of Your receipt of Cigna's level two appeal review denial. Cigna will then forward the file to the Independent Review Organization. The Independent Review Organization will render an opinion within 30 days, unless the review is expedited. An expedited independent review is available if the adverse benefit determination: (a) involves a medical condition which would seriously jeopardize Your life or health or would jeopardize Your ability to regain maximum function; (b) in the opinion of the Your attending provider, would subject You to severe pain that cannot be adequately managed without the care or treatment that is the subject of the adverse benefit determination; or (c) 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. The independent Review Organization will as soon as possible, but no later than 72 hours after receipt of the request for an expedited independent review, make a decision to uphold or reverse the adverse benefit determination.

The Independent Review Program is a voluntary program arranged by Cigna.

## **Assistance to the State of Utah**

You have the right to contact the Utah State Department of Insurance for assistance at any time. The Utah State Department of Insurance may be contacted at the following address and telephone number:

Utah State Department of Insurance  
State Office Building, Room 3110  
Salt Lake City, UT  
84114-6901  
800-439-3805

## **Notice of Benefit Determination on Appeal**

Every notice of a determination on appeal will be provided in writing or electronically and, if an adverse determination, will include: information sufficient to identify the claim; the specific reason or reasons for the adverse determination; reference to the specific plan provisions on which the determination is based; a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other Relevant Information as defined; upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding your appeal, and an explanation of the scientific or clinical judgment for a determination that is based on a Medical Necessity, experimental treatment or other similar exclusion or limit; and information about any office of health insurance consumer assistance or ombudsman available to assist You in the appeal process. A final notice of adverse determination will include a discussion of the decision.

## **Relevant Information**

Relevant Information is any document, record, or other information which was relied upon in making the benefit determination; was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; demonstrates compliance with the administrative processes and safeguards required by federal law in making the benefit determination; or constitutes a statement of policy or guidance with respect to the plan concerning the denied treatment option or benefit or the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

## **Binding Arbitration**

To the extent permitted by law, any controversy between Cigna and an insured (including any legal representative acting on Your behalf), arising out of or in connection with this Policy may be submitted to binding arbitration upon mutual agreement of the parties. Such arbitration shall be governed by the provisions of the Commercial Arbitration Rules of the American Health Lawyers Association, to the extent that such provisions are not inconsistent with the provisions of this section.

If the parties cannot agree upon a single arbitrator within 30 days of the effective date of written notice of arbitration, each party shall choose one arbitrator within 15 working days after the expiration of such 30 day period and the two arbitrators so chosen shall choose a third arbitrator, who shall be an attorney duly licensed to practice law in the applicable state. If either party refuses or otherwise fails to choose an arbitrator within such 15-working-day-period, the arbitrator chosen shall choose a third arbitrator in accordance with these requirements. In the case of an arbitration, the arbitrator shall not have authority to conduct a Class Action, combine or aggregate similar claims of an entity or person not a party to this agreement, or make an award to any person or entity not a party to this agreement.

The arbitration hearing shall be held within 30 days following appointment of the third arbitrator, unless otherwise agreed to by the parties. If either party refuses to or otherwise fails to participate in such arbitration hearing, such hearing shall proceed and shall be fully effective in accordance with this section, notwithstanding the absence of such party.

The arbitrator(s) shall render his (their) decision within 30 days after the termination of the arbitration hearing. To the extent permitted by law, the decision of the arbitrator, or the decision of any two arbitrators if there are three arbitrators, shall be binding upon both parties conclusive of the controversy in question, and enforceable in any court of competent jurisdiction.

No party to this Policy shall have a right to cease performance of services or otherwise refuse to carry out its obligations under this Policy pending the outcome of arbitration in accordance with this section, except as otherwise specifically provided under this Policy.

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. THE COMPANY SHALL BEAR THE COSTS OF ARBITRATION, FILING FEES, ADMINISTRATIVE FEES AND ARBITRATOR FEES. OTHER EXPENSES OF ARBITRATION, INCLUDING, BUT NOT LIMITED TO: ATTORNEY FEES, EXPENSES OF DISCOVERY, WITNESSES, STENOGRAPHER, TRANSLATORS, AND SIMILAR EXPENSES, WILL BE BORNE BY THE PARTY INCURRING THOSE EXPENSES. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES, IF ALLOWED BY STATE LAW, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

## **Terms of the Policy**

- **Entire Contract:**

This Policy, including the specification page, endorsements, application, and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid unless approved by an Officer of Cigna and attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

- **Time Limit on Certain Defenses:**

After two years from the date coverage is effective under this Policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such Policy shall be used to void the Policy or to deny a claim for loss incurred after the expiration of such two Year period.

- **Grace Period:**

You must remit the amounts specified by Cigna, to Cigna, pursuant to this Policy, for the applicable period of coverage on or before the first day of each such period of coverage.

If You did not purchase Your Policy from a Marketplace, or You purchased Your Policy from a Marketplace but did not elect to receive advanced premium tax credit (APTC), there is a grace period of 15 days during which Premiums may be paid without loss of coverage of any Premium due after the first Premium. Coverage will continue during the grace period. If We do not receive Your Premium due in full before the end of the grace period, Your coverage will be terminated as of the last date for which You have paid Premiums.

If You purchased Your Policy from a Marketplace and You have elected to receive advanced premium tax credit (APTC), there is a grace period of ninety (90) consecutive days during which the Premiums may be paid without loss of coverage. Coverage will continue during the grace period, however claims for services rendered after the first 30 days of the grace period will be either pended or denied until such time as Your Premium is paid. However, If We do not receive Your Premium due in full before the end of the grace period, Your coverage will be terminated as of the last day of the first month of the grace period.

Please see the provisions titled "Cancellation" and "Reinstatement" for further information regarding cancellation and reinstatement. In no event shall Cigna have any obligation to provide a reminder notice for Premiums which are not received prior to the expiration of the grace period. Only Insured Persons for whom the payments are actually received by Cigna shall be entitled to health care services hereunder, and then only for the period for which payment is received.

- **Cancellation:**

We may cancel this Policy only in the event of any of the following:

1. You fail to pay Your Premiums as they become due or by the end of the 15 day of the grace period for plans not purchased from a Marketplace or the 90 consecutive day grace period for plans purchased from a Marketplace.
2. On the first of the month following Our receipt of Your written notice to cancel.
3. When You become ineligible for this coverage.
4. If You have committed, or allowed someone else to commit, any fraud or deception in connection with this Policy or coverage.
5. When We cease to offer policies of this type to all individuals in Your class. In this event, Utah law requires that we do the following: (1) provide written notice to each Insured Person of the discontinuation before the 90th day preceding the date of the discontinuation of the coverage; (2) offer to each Insured Person on a guaranteed issue basis the option to purchase any other individual hospital medical or surgical insurance coverage offered by Us at the time of discontinuation; and (3) act uniformly without regard to any health status related factors of an Insured Person.
6. When We cease offering any plans in the individual market in Utah, We will notify You of the impending termination of Your coverage at least 180 days prior to Your cancellation.
7. When the Insured no longer lives in the Enrollment Area.

Any cancellation shall be without prejudice for any claim for Covered Expense incurred before cancellation.

- **Modification of Coverage:**

We reserve the right to modify this policy, including Policy provisions, benefits and coverages, so long as such modification is consistent with state or federal law and effective on a uniform basis among all individuals with coverage under this same Policy form. We will only modify this Policy for all Insured Persons in the same class and covered under the same Policy form, and not just on an individual basis. We will send written notice and the change will become effective on the date shown in the notice or on the next scheduled Premium due date thereafter. Payment of the Premiums will indicate acceptance of the change.

- **Member Services/Additional Programs:**

We may, from time to time offer, or arrange for various entities to offer, discounts, benefits, Premium or cost share credits, or other consideration to You for the purpose of promoting Your general health and well-being.



- **Reinstatement:**

If this Policy cancels because You did not pay Your Premium within the time granted You for payment, then We may, upon Your request and at Our discretion, agree to reinstate coverage under this Policy.

If this Policy is reinstated, You and Cigna shall have the same rights as existed under the Policy immediately before the due date of the defaulted Premium, subject to any amendments or endorsements attached to the reinstated Policy.

Any Premiums accepted in connection with a reinstatement will be applied to a period for which You have not previously paid Premium, but not to exceed sixty days prior to the date of reinstatement. There is a \$45 fee for reinstatement.

- **Renewal:**

This Policy renews on a Calendar Year basis.

- **Fraud:**

If the Insured Person has committed, or allowed someone else to commit, any fraud or deception in connection with this Policy, then any and all coverage under this Policy shall be void and of no legal force or effect. For purposes of this provision, fraud and/or deception includes, in addition to other intentional misrepresentation, the concealment or misrepresentation of the direct or indirect source of Your Premium or other cost-sharing obligations under this Policy.

- **Misstatement of Age:**

In the event the age of any Insured Person has been misstated in the application for coverage, Cigna shall determine Premium rates for that Insured Person according to the correct age and there shall be an equitable adjustment of Premium rate made so that We will be paid the Premium rate appropriate for the true age of the Insured Person.

- **Certificate of Creditable Coverage:**

If coverage under this Policy terminates for any Insured Person, We will furnish to that person a Certificate of Creditable Coverage containing the information required by the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191. An Insured Person may also request a Certificate of Creditable Coverage, without charge, at any time while enrolled in the Policy and for 24 months following termination of coverage. To obtain a certificate call the toll-free customer service number on the back of Your ID card. Such a certificate may help the Insured Person to obtain future coverage. However, Cigna is responsible only for the accuracy of the information contained in any certificate We prepare. We have no responsibility for the determinations made by any other health insurance issuer with respect to any coverage it provides, including whether or not, or to what extent, the information contained in the certificate is relevant to the other health insurance issuer's actions.

- **Legal Actions:**

You cannot file a lawsuit before 60 days after We have been given written proof of loss. No action can be brought after 3 years from the time that proof is required to be given.

- **Conformity with State and Federal Statutes:**

If any provision of this Policy which, on its Effective Date, is in conflict with the statutes of the state in which it was issued or a federal statute, it is amended to conform to the minimum requirements of those statutes.

- **Provision in Event of Partial Invalidity:**

If any provision or any word, term, clause, or part of any provision of this Policy shall be invalid for any reason, the same shall be ineffective, but the remainder of this Policy and of the provision shall not be affected and shall remain in full force and effect.

- **The Insured Person(s) are the only persons entitled to receive benefits under this Policy.** FRAUDULENT USE OF SUCH BENEFITS WILL RESULT IN CANCELLATION OF THIS POLICY AND APPROPRIATE LEGAL ACTION WILL BE TAKEN.
- **The Effective Date of this Policy** is printed on the Cigna identification card and on the Policy specification page.
- **Cigna is not responsible** for any claim for damages or injuries suffered by the Insured Person while receiving care in any Hospital, Free-Standing Outpatient Surgical Facility, Skilled Nursing Facility, or from any Participating or Non-Participating Provider. Such facilities and Providers act as Insured Person(s) contractors.
- **Cigna will meet any Notice requirements by** mailing the Notice to the Insured Person at the billing address listed in Our records. It is the Insured Person's responsibility to notify Us of any address changes. The Insured Person will meet any Notice requirements by mailing the Notice to:

**Cigna Individual Services  
P. O. Box 30365  
Tampa, FL 33630-3365**

- **When the amount paid by Cigna exceeds the amount for which We are liable under this Policy,** We have the right to recover the excess amount from the Insured Person unless prohibited by law.
- **The Covered Services for which benefits are provided under this Policy are limited to** the most cost effective and clinically appropriate treatment, supply, or service as defined by Cigna.
- **In order for an Insured Person to be entitled to benefits under this Policy,** coverage under this Policy must be in effect on the date the expense giving rise to a claim for benefits is incurred. Under this Policy, an expense is incurred on the date the Insured Person(s) receives a service or supply for which the charge is made.
- **We will pay all benefits of this Policy directly to Participating Hospitals, Participating Physicians, and all other Participating Providers,** whether the Insured Person has authorized assignment of benefits or not, unless the Insured Person has paid the claim in full, in which case We will reimburse the Insured Person. In addition, We may pay any covered Provider of services directly when the Insured Person assigns benefits in writing no later than the time of filing proof of loss (claim), except for Foreign Country Provider claims. However, We may, at Our option, make payment to You for the cost of any Covered Expenses from a Non-Participating Provider even if benefits have been assigned. When benefits are paid to You or Your dependent, You or Your dependents are responsible for reimbursing the Provider and Our payment to You will be considered fulfillment of Our obligation.
- **If We receive a claim from a Foreign Country Provider for a Medical Emergency,** any eligible payment will be sent to the Insured Person. The Insured Person is responsible for paying the Foreign Country Provider. These payments fulfill Our obligation to the Insured Person for those services.
- **Any payment of benefits in reimbursement for Covered Expenses paid by an eligible child, or the eligible child's custodial parent or legal guardian,** will be made to the eligible child, the eligible child's custodial parent or legal guardian, or a state official whose name and address have been substituted for the name and address of the eligible child.
- **Cigna will provide written notice to You** within a reasonable period of time of any Participating Provider's termination or breach of, or inability to perform under, any Provider contract, if Cigna determines that You or Your Insured Family Member(s) may be materially and adversely affected.

- **Continuation of Care after Termination of a Provider whose participation has terminated:**  
Cigna will provide benefits to You or Your Insured Family Member(s) at the Participating Provider level for Covered Services of a terminated Provider for the following special circumstances:
  - Ongoing treatment of an Insured Person up to the 90th day from the date of the Provider's termination date.
  - Ongoing treatment of an Insured Person who at the time of termination has been diagnosed with a Terminal Illness, but in no event beyond 9 months from the date of the Provider's termination date.
- **We will provide the Insured Person with an updated list of local Participating Providers when requested.**  
If the Insured Person would like a more extensive directory, or needs a new Provider listing for any other reason, please call Cigna at the number on the ID card and We will provide the Insured Person with one, or visit our website, [www.cigna.com](http://www.cigna.com).
- **Failure by Cigna to enforce or require compliance with any provision herein** will not waive, modify or render such provision unenforceable at any other time, whether the circumstances are or are not the same.

**If Insured Person(s) were covered by a prior Individual Cigna Policy that is replaced by this Policy with no lapse of coverage,** benefits used under the prior Policy will be charged against the benefits payable under this Policy.

- **Cigna reserves the right to:** (i) change the rates chargeable under the Policy and (ii) amend the terms of this Policy to eliminate, alter, or modify provisions required only by the Patient Protection and Affordable Care Act (P.L. 111-148) in the event of either (a) entry of a final judgment by a court declaring all or part of the law invalid, unconstitutional, or otherwise ineffective or (b) amendments to the law by legislative act.
- **Physical Examination and Autopsy:**  
Cigna, at its own expense, shall have the right and the opportunity to examine any Insured Person for whom a claim is made, when and so often as We may reasonably require during the pendency of a claim under this Policy. In the case of death of an Insured Person, Cigna shall have the right and opportunity to make an autopsy where it is not prohibited by law.

### **Other Insurance With This Insurer**

If while covered under this Policy, the Insured Person(s) is also covered by another Cigna individual or group Policy, the Insured Person(s) will be entitled to the benefits of only one Policy. Insured Person(s) may choose this Policy or the Policy under which Insured Person(s) will be covered. Cigna will then refund any Premium received under the other Policy covering the time period both policies were in effect.

However, any claims payments made by Us under the Policy You elect to cancel will be deducted from any such refund of Premium.

## **How to File a Claim for Benefits**

**Notice of Claim:** There is no paperwork for claims for services from Participating Providers. You will need to show Your ID card and pay any applicable Copayment; Your Participating Provider will submit a claim to Us for reimbursement. Claims for Emergency Services from Non-Participating Providers can be submitted by the Provider if the Provider is able and willing to file on Your behalf. If a Non-Participating Provider is not submitting on Your behalf, You must send Your completed claim form and itemized bills to the claims address listed on Your ID card.

**Claim Forms:** You may get the required claim forms from [www.cigna.com](http://www.cigna.com) under Health Care Providers, Coverage and Claims, or by calling Member Services using the toll-free number on Your identification card.

### **Claim Reminders:**

- BE SURE TO USE YOUR MEMBER ID AND ACCOUNT NUMBER WHEN YOU FILE CLAIM FORMS, OR WHEN YOU CALL YOUR Cigna CLAIM OFFICE.
  - YOUR MEMBER ID IS SHOWN ON YOUR ID CARD.
  - YOUR ACCOUNT NUMBER IS THE 7-DIGIT POLICY NUMBER SHOWN ON YOUR ID CARD.
- BE SURE TO FOLLOW THE INSTRUCTIONS LISTED ON THE BACK OF THE CLAIM FORM CAREFULLY WHEN SUBMITTING A CLAIM.

**Proof of Loss:** You must give Us written proof of loss within 15 months, or as soon as reasonably possible, after the date of the loss. Proof of loss is a claim form as described above. Canceled checks or receipts are not acceptable. Cigna will not be liable for benefits if it does not receive written proof of loss within this time period or as soon as reasonably possible, however failure to file a claim form does not bar recovery under the policy if Cigna fails to show it was prejudiced by the failure.

### **Assignment of Claim Payments:**

Medical benefits are assignable to the Provider; when You assign benefits to a Provider, You have assigned the entire amount of the benefits due on that claim. If the Provider is overpaid because of accepting a patient's payment on the charge, it is the Provider's responsibility to reimburse the patient. Because of Cigna's contracts with Providers, all claims from contracted Providers should be assigned.

We will recognize and consider any assignment made under the Policy, only if:

1. it is duly executed on a form acceptable to Us; and
2. a copy is on file with Us; and
3. it is made by a Provider licensed and practicing within the United States.

We may, at Our option, make payment to You for the cost of any Covered Expenses from a Non-Participating Provider even if benefits have been assigned. When benefits are paid to You or Your dependents, You or Your dependents are responsible for paying the Non-Participating Provider and Our payment to You will be considered fulfillment of Our obligation.

We assume no responsibility for the validity or effect of an assignment.

**Timely Payment of Claims:** Benefits will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims:** Any benefits payable under this Policy for Covered Services provided by a Participating Provider will be paid directly to that Participating Provider unless You direct otherwise, in writing, by the time proofs of loss are filed. Any benefits payable under this Policy for Covered Services provided by a Non-Participating Provider will be paid directly to You unless You direct otherwise, in writing, by the time proofs of loss are filed. In the event of Your death, We will issue any benefits payable to You to the beneficiary of Your estate as determined by applicable law.

## **Claim Determination Procedures Under Federal Law (Provisions of the laws of this state may supersede.)**

### **Procedures Regarding Medical Necessity Determinations**

In general, health services and benefits must be Medically Necessary to be covered under the Policy. The procedures for determining Medical Necessity vary, according to the type of service or benefit requested, and the type of health plan. Medical Necessity determinations are made on either a pre-service, concurrent, or post-service basis, as described below.

Certain services require Prior Authorization in order to be covered. This Prior Authorization is called a "pre-service Medical Necessity determination." The Policy describes who is responsible for obtaining this review. The Insured Person or their authorized representative (typically, their health care Provider) must request Medical Necessity determinations according to the procedures described below, in the Policy, and in the Insured Person's Provider's network participation documents as applicable.

When services or benefits are determined to be not Medically Necessary, the Insured Person or their representative will receive a written description of the adverse determination, and may appeal the determination. Appeal procedures are described in the Policy, in the Insured Person's Provider's network participation documents, and in the determination notices.

### **Pre-service Medical Necessity Determinations**

When the Insured Person or their representative requests a required Medical Necessity determination prior to care, Cigna will notify the Insured Person or their representative of the determination within 15 days after receiving the request. However, if more time is needed due to matters beyond Cigna's control, Cigna will notify the Insured Person or their representative within 15 days after receiving the request. This notice will include the date a determination can be expected, which will be no more than 30 days after receipt of the request. If more time is needed because necessary information is missing from the request, the notice will also specify what information is needed, and the Insured Person or their representative must provide the specified information to Cigna within 45 days after receiving the notice. The determination period will be suspended on the date Cigna sends such a notice of missing information, and the determination period will resume on the date the Insured Person or their representative responds to the notice.

If the determination periods above would (a) seriously jeopardize the Insured Person's life or health, their ability to regain maximum function, or (b) in the opinion of a Physician with knowledge of the Insured Person's health condition, cause them severe pain which cannot be managed without the requested services, Cigna will make the pre-service determination on an expedited basis. Cigna's Physician reviewer, in consultation with the treating Physician, will decide if an expedited determination is necessary. Cigna will notify the Insured Person or their representative of an expedited determination within 72 hours after receiving the request.

However, if necessary information is missing from the request, Cigna will notify the Insured Person or their representative within 24 hours after receiving the request to specify what information is needed. The Insured person or their representative must provide the specified information to Cigna within 48 hours after receiving the notice. Cigna will notify the Insured Person or their representative of the expedited benefit determination within 48 hours after the Insured Person or their representative responds to the notice. Expedited determinations may be provided orally, followed within 3 days by written or electronic notification.

If the Insured Person or their representative fails to follow Cigna's procedures for requesting a required pre-service Medical Necessity determination, Cigna will notify them of the failure and describe the proper procedures for filing within 5 days (or 24 hours, if an expedited determination is required, as described above) after receiving the request. This notice may be provided orally, unless the Insured Person or their representative requests written notification.

### **Concurrent Medical Necessity Determinations**

When an ongoing course of treatment has been approved for an Insured Person and they wish to extend the approval, the Insured Person or their representative must request a required concurrent Medical Necessity determination at least 24 hours prior to the expiration of the approved period of time or number of treatments. When the Insured Person or their representative requests such a determination, Cigna will notify them of the determination within 24 hours after receiving the request.

### **Post-service Medical Necessity Determinations**

When an Insured Person or their representative requests a Medical Necessity determination after services have been rendered, Cigna will notify them of the determination within 30 days after receiving the request. However, if more time is needed to make a determination due to matters beyond Cigna's control, Cigna will notify the Insured Person or their representative within 30 days after receiving the request. This notice will include the date a determination can be expected, which will be no more than 45 days after receipt of the request.

If more time is needed because necessary information is missing from the request, the notice will also specify what information is needed, and the Insured Person or their representative must provide the specified information to Cigna within 45 days after receiving the notice. The determination period will be suspended on the date Cigna sends such a notice of missing information, and the determination period will resume on the date the Insured Person or their representative responds to the notice.

### **Post-service Claim Determinations**

When an Insured Person or their representative requests payment for services which have been rendered, Cigna will notify them of the claim payment determination within 30 days after receiving the request. However, if more time is needed to make a determination due to matters beyond Cigna's control, Cigna will notify the Insured Person or their representative within 30 days after receiving the request. This notice will include the date a determination can be expected, which will be no more than 45 days after receipt of the request. If more time is needed because necessary information is missing from the request, the notice will also specify what information is needed, and the Insured Person or their representative must provide the specified information within 45 days after receiving the notice. The determination period will be suspended on the date Cigna sends such a notice of missing information, and resume on the date the Insured Person or their representative responds to the notice.

### **Notice of Adverse Determination**

Every notice of an adverse benefit determination will be provided in writing or electronically, and will include all of the following that pertain to the determination: (1) information sufficient to identify the claim; (2) the specific reason or reasons for the adverse determination; (3) reference to the specific plan provisions on which the determination is based; (4) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary; (5) upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding Your claim, and an explanation of the scientific or clinical judgment for a determination that is based on a Medical Necessity, experimental treatment or other similar exclusion or limit; (6) information about any office of health insurance consumer assistance or ombudsman available to assist You with the appeal process; and (7) in the case of a claim involving urgent care, a description of the expedited review process applicable to such claim.

## **Premiums**

The monthly Premium amount is listed on the Policy specification page which was sent with this Policy.

You will be responsible for an additional \$45 charge for any check or electronic funds transfer that is returned to Us unpaid. This additional charge is part of Your Premium obligation. You will not be considered to have paid Your Premium until Your Premium amount and any additional charges incurred by You are received by Cigna.

Your Premium may change due to (but not limited to):

- a. Deletion or addition of a new eligible Insured Person(s)
- b. A change in age of any Insured Person which results in a higher Premium
- c. A change in residence
- d. Application of any additional charges as a result of a late or returned payment

These changes will be effective on the first of the month following the change, unless as otherwise stated on Your Premium notice.

Cigna also reserves the right to change the Premium on 45 days' prior written notice to You. However, We will not modify the Premium schedule on an individual basis, but only for all Insured Persons in the same class and covered under the same Policy as You. The change will become effective on the date shown on the notice, and payment of the new Premiums will indicate acceptance of the change.

Premiums are to be paid by You to Us.

Cigna will not accept the direct or indirect payment of Premiums by any person or entity other than You, Your Family Members or an Acceptable Third Party Payor, except as expressly permitted by Cigna in writing. Cigna may request and upon request, You shall provide, a certified statement from You that You are not receiving payment or other remuneration from anyone other than an Acceptable Third Party Payor as defined above for the partial or full payment of Your Premium or other cost-sharing obligations under this Policy.