

Cigna Health and Life Insurance Company may change the Premiums of this Policy after 75 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 7800 and Cigna Connect 7800-1  
Individual and Family Major Medical Health 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 30028  
Tampa, FL 33630-3028  
1-877-900-1237**

**[www.cigna.com/individuals-families/](http://www.cigna.com/individuals-families/)**

Include your Cigna identification number with any correspondence. This number can be found on your Cigna identification card. You can also call the number on the back of your ID card for information.

**This policy does not provide the Patient Protection and Affordable Care Act (PPACA) required minimum essential pediatric oral health benefits. Stand-alone dental coverage that includes minimum essential pediatric oral health benefits is available for your purchase from a qualified dental plan.**

**THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the company.**

**Guaranteed Renewable**

**This Policy is medical coverage subject to timely monthly payment by the Insured Person.** Coverage under this Policy is effective at 12:01 a.m. **Eastern time** on the Effective Date shown on the Policy's specification page. Coverage will end at 12:00 a.m. **Eastern time.**

**Renewal:** This Policy renews on a Calendar Year basis.

**Cancellation by Cigna:** 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 subject to the 31 day grace period for plans not purchased from a Marketplace or the 3 consecutive months grace period for plans purchased from a Marketplace.
- 2 If You have committed, any act or practice that constitutes fraud, or made an intentional misrepresentation of material fact under the terms of the coverage.
- 3 When We cease to offer policies of this type to all individuals in Your class. In this event, Virginia law requires that we do the following: (1) provide written notice to each Insured Person of the discontinuation at least 90 days prior to the date of the discontinuation of 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.
- 4 When We cease offering any plans in the individual market in Virginia, We will notify You of the impending termination of Your coverage at least 180 days prior to Your cancellation.
- 5 When a Policyholder no longer resides, lives, or works in the Service Area.

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

Signed for Cigna by:

**Julia M. Huggins, President**

**Jill Stadelman, Corporate Secretary**

## IMPORTANT INFORMATION REGARDING YOUR INSURANCE

This company is subject to regulation in this Commonwealth of Virginia by both the State Corporation Commission Bureau of Insurance (pursuant to Title 38.2) and the Virginia Department of Health (pursuant to Title 32.1).

In the event You need to contact someone about this insurance for any reason, please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions, You may contact the insurance company issuing this insurance at the following address and telephone number:

**Cigna Health and Life Insurance Company (“Cigna”)**

**Individual Services**

900 Cottage Grove Road  
Bloomfield CT 06002  
1.800.Cigna24 (1.800.244.6224)

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

**Life and Health Division**

**Bureau of Insurance**

P.O. Box 1157  
Richmond, VA 23218  
1-800-552-7945, in state calls  
1-877-310-6560, national toll free number

Written correspondence is preferable so that a record of Your inquiry is maintained. When contacting Your agent, company or the Bureau of Insurance, have Your member ID number available.

**PAYOR OF LAST RESORT** The Department of Medical Assistance Services, which administers Virginia's Medicaid Program, is the payor of last resort. Please note that Cigna will not exclude enrolling an individual or withhold payments for benefits to an Insured Person or on the Insured Person's behalf for medical or dental care covered under the Policy because the Insured Person is eligible for medical assistance under Medicaid.

**The following are required federal notices for all Affordable Care Act-compliant plans. For the specific requirements of this Policy regarding Primary Care Physician and referral requirements, please refer to the "Introduction" section.**

**Direct Access to Obstetricians and Gynecologists**

You do not need Prior Authorization or a referral from the plan or from any other person (including your Primary Care Physician) 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 Physician**

This Policy requires or allows the designation of a Primary Care Physician. You have the right to designate any Primary Care Physician 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 Physician, Cigna may designate one for you until you make this designation. For information on how to select a Primary Care Physician, and for a list of the participating Primary Care Physicians, 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 Physician.

**TABLE OF CONTENTS**

**INTRODUCTION ..... 7**

**ABOUT THIS POLICY ..... 7**

**THIS IS AN EXCLUSIVE PROVIDER POLICY ..... 8**

**CHOOSING A PRIMARY CARE PHYSICIAN ..... 8**

**IF YOU NEED A SPECIALIST ..... 8**

**CHANGING PRIMARY CARE PHYSICIANS ..... 9**

**IF YOUR PHYSICIAN LEAVES THE NETWORK ..... 9**

**CONTINUITY OF CARE ..... 9**

**CONFINED TO A HOSPITAL ..... 9**

**NETWORK EXCEPTION ..... 10**

**NOTE REGARDING HEALTH SAVINGS ACCOUNTS (HSAs) ..... 10**

**IMPORTANT INFORMATION REGARDING BENEFITS ..... 11**

**PRIOR AUTHORIZATION PROGRAM ..... 11**

**BENEFIT SCHEDULE ..... 13**

**DEFINITIONS ..... 29**

**WHO IS ELIGIBLE FOR COVERAGE? ..... 44**

**ELIGIBILITY REQUIREMENTS ..... 44**

**WHEN CAN I APPLY? ..... 45**

**SPECIFIC CAUSES FOR INELIGIBILITY ..... 48**

**CONTINUATION ..... 49**

**HOW THE POLICY WORKS ..... 50**

**BENEFIT SCHEDULE ..... 50**

**SPECIAL CIRCUMSTANCES ..... 50**

**DEDUCTIBLES ..... 51**

**OUT-OF-POCKET MAXIMUM ..... 52**

**SPECIAL LIMITS ..... 52**

**COMPREHENSIVE BENEFITS: WHAT THE POLICY PAYS FOR ..... 53**

**SERVICES AND SUPPLIES AT A HOSPITAL OR FREE-STANDING OUTPATIENT SURGICAL FACILITY ..... 53**

**INPATIENT SERVICES AT OTHER HEALTH CARE FACILITIES ..... 54**

**HOSPICE CARE SERVICES ..... 54**

**PROFESSIONAL AND OTHER SERVICES ..... 55**

**VISION CORRECTION AFTER SURGERY OR ACCIDENT ..... 56**

**SURGERY ..... 56**

**RECONSTRUCTIVE SURGERY ..... 57**

**DIAGNOSTIC SERVICES ..... 57**

**RADIATION THERAPY ..... 58**

**RESPIRATORY THERAPY ..... 58**

**INFUSION THERAPY ..... 58**

**DIALYSIS ..... 58**

**DURABLE MEDICAL EQUIPMENT ..... 59**

**MEDICAL AND SURGICAL SUPPLIES ..... 59**

**PROSTHETIC APPLIANCES AND DEVICES ..... 59**

**ORTHOTICS ..... 60**

**AMBULANCE SERVICES ..... 60**

**HABILITATIVE AND REHABILITATIVE SERVICES ..... 60**

**PULMONARY AND CARDIAC REHABILITATION SERVICES ..... 61**

**MENTAL HEALTH (INCLUDING EATING DISORDERS) AND SUBSTANCE USE DISORDER SERVICES ..... 61**

**PREGNANCY AND MATERNITY CARE ..... 62**

**TREATMENT OF INFERTILITY ..... 63**

**HYSTERECTOMY HOSPITAL STAY ..... 63**

**PREVENTIVE CARE SERVICES ..... 63**

WOMEN'S PREVENTIVE CARE .....	65
ADULT PREVENTIVE CARE .....	66
GENETIC TESTING .....	67
EARLY INTERVENTION PROGRAM SERVICES .....	67
CIRCUMCISION.....	67
CONGENITAL DEFECTS AND BIRTH ABNORMALITIES FOR NEWBORNS.....	67
AUTISM SPECTRUM DISORDERS.....	68
DIAGNOSIS AND TREATMENT OF LYMPHEDEMA.....	69
ORGAN AND TISSUE TRANSPLANTS AND RELATED SPECIALTY CARE.....	69
DIABETES .....	71
FOREIGN COUNTRY PROVIDERS.....	71
TELEMEDICINE MEDICAL SERVICES.....	71
HOME HEALTH CARE SERVICES.....	71
SMOKING CESSATION .....	72
MASTECTOMY AND RELATED PROCEDURES.....	72
DENTAL CARE.....	73
DENTAL COVERAGE FOR MEDICAL TREATMENTS.....	73
HOSPITALIZATION AND ANESTHESIA FOR DENTAL PROCEDURES.....	73
TREATMENT FOR TEMPOROMANDIBULAR JOINT DYSFUNCTION (TMJ) AND CRANIOMANDIBULAR DISORDERS .....	73
PROCEDURES INVOLVING BONES AND JOINTS OF THE HEAD, NECK, FACE OR JAW.....	74
ORAL SURGERY .....	74
EXTERNAL PROSTHETIC APPLIANCES AND DEVICES .....	74
NUTRITIONAL FORMULAS: AMINO ACID-BASED ELEMENTAL FORMULA OR ORGANIC ACID METABOLISM, METABOLIC ABNORMALITY OR SEVERE PROTEIN OR SOY ALLERGIES.....	75
SLEEP TESTING AND TREATMENT.....	76
CLINICAL TRIALS.....	76
HEMOPHILIA AND CONGENITAL BLEEDING DISORDER .....	77
DRUGS USED IN TREATMENT OF CANCER.....	77
ORALLY ADMINISTERED ANTICANCER MEDICATIONS.....	77
OFF LABEL DRUGS AND CANCER DRUGS.....	78
PAYMENT TO VIRGINIA DEPARTMENT OF MEDICAL ASSISTANCE SERVICES .....	78
<b>EXCLUSIONS AND LIMITATIONS: WHAT IS NOT COVERED BY THIS POLICY.....</b>	<b>79</b>
EXCLUDED SERVICES .....	79
<b>PRESCRIPTION DRUG BENEFITS .....</b>	<b>84</b>
PHARMACY PAYMENTS .....	84
CIGNA'S SPECIALTY PHARMACY .....	84
PRESCRIPTION DRUGS COVERED UNDER THE MEDICAL BENEFITS .....	85
SELF-ADMINISTERED INJECTABLE MEDICATION AND INFUSION AND INJECTABLE MEDICATION BENEFITS .....	85
PRESCRIPTION DRUG LIST MANAGEMENT.....	86
COVERED EXPENSES.....	86
PATIENT ASSURANCE PROGRAM.....	87
ACCESS TO PARTICIPATING RETAIL PHARMACIES.....	87
CHOICE OF PHARMACY .....	88
WHAT IS COVERED.....	88
CONDITIONS OF SERVICE .....	89
EXCLUSIONS .....	89
LIMITATIONS.....	90
SUPPLEMENTAL DRUG DISCOUNT PROGRAM .....	91
MEDICATION SYNCHRONIZATION .....	91
PRIOR AUTHORIZATION, EXCEPTION AND APPEAL PROCESS FOR PRESCRIPTION DRUGS AND RELATED SUPPLIES.....	91
COVERAGE OF NEW DRUGS.....	93
REIMBURSEMENT/FILING A CLAIM .....	93
CLAIMS AND CUSTOMER SERVICE .....	94
<b>PEDIATRIC VISION BENEFITS FOR CARE PERFORMED BY AN OPHTHALMOLOGIST OR OPTOMETRIST</b>	<b>95</b>
PEDIATRIC VISION BENEFITS.....	95

<b>DEFINITIONS.....</b>	<b>95</b>
<b>COVERED SERVICES.....</b>	<b>95</b>
<b>EXCLUSIONS .....</b>	<b>96</b>
<b>CIGNA VISION PROVIDERS .....</b>	<b>97</b>
<b>GENERAL PROVISIONS .....</b>	<b>98</b>
<b>PLAN INFORMATION .....</b>	<b>98</b>
<b>ALTERNATE COST CONTAINMENT PROVISION .....</b>	<b>98</b>
<b>COORDINATION OF BENEFITS .....</b>	<b>98</b>
<b>WHEN YOU HAVE A COMPLAINT OR AN APPEAL .....</b>	<b>101</b>
<b>TERMS OF THE POLICY.....</b>	<b>106</b>
<b>OTHER INSURANCE WITH THIS INSURER.....</b>	<b>111</b>
<b>HOW TO FILE A CLAIM FOR BENEFITS.....</b>	<b>111</b>
<b>CLAIM DETERMINATION PROCEDURES.....</b>	<b>113</b>
<b>PREMIUMS.....</b>	<b>115</b>

## **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 the Exchange 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 enrolled for coverage 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.

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 ACT PRACTICE OR OMISSION THAT CONSTITUTES FRAUD, OR MATERIAL FACTS THAT WERE INTENTIONALLY MISREPRESENTED, 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 ADDED WITHIN 31 DAYS AFTER BIRTH), WE DISCOVER ANY ACT PRACTICE OR OMISSION THAT CONSTITUTES FRAUD, OR MATERIAL FACTS THAT WERE INTENTIONALLY MISREPRESENTED, 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 WRITTEN OR ELECTRONIC NOTICE;

THE NOTICE WILL AT A MINIMUM CONTAIN:

1. CLEAR IDENTIFICATION OF THE ALLEGED FRAUDULENT ACT, PRACTICE, OR OMISSION OR THE INTENTIONAL MISREPRESENTATION OF MATERIAL FACT;
2. AN EXPLANATION AS TO WHY THE ACT, PRACTICE, OR OMISSION WAS FRAUDULENT OR WAS AN INTENTIONAL MISREPRESENTATION OF A MATERIAL FACT;
3. NOTICE THAT THE INSURED PERSON OR THE INSURED PERSON'S AUTHORIZED REPRESENTATIVE, PRIOR TO THE DATE THE ADVANCE NOTICE OF THE PROPOSED RESCISSION ENDS, MAY IMMEDIATELY FILE AN INTERNAL APPEAL TO REQUEST A RECONSIDERATION OF THE RESCISSION;
4. A DESCRIPTION OF THE PROVIDER'S INTERNAL APPEAL PROCESS FOR RESCISSIONS, INCLUDING ANY TIME LIMITS APPLICABLE TO THOSE PROCEDURES; AND
5. THE DATE WHEN THE ADVANCE NOTICE ENDS AND THE DATE BACK TO WHICH THE COVERAGE WILL BE RESCINDED. 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, services from a Non-Participating Provider are not covered by this Policy, except for:

- Emergency Services.
- Non-Emergency Services provided to an Insured Person at a Participating facility if the non-Emergency Services involve Surgical or Ancillary Services provided by a Non-Participating Provider.
- Services for an Urgent Health Problem in an office, Urgent Care facility, or another outpatient facility and the related Physician and other related Provider Services.
- Transportation by air ambulances for emergency situations to the nearest facility capable of handling the emergency or Medically Necessary transfers from one medical facility to another.
- Medically Necessary services that are not available from a Participating Provider.

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

That means this Policy does not provide benefits for any services you receive from a Non-Participating Provider except for:

- Emergency Services.
- Non-Emergency Services provided to an Insured Person at a Participating facility if the non-Emergency Services involve Surgical or Ancillary Services provided by a Non-Participating Provider.
- Services for an Urgent Health Problem in an office, Urgent Care facility, or another outpatient facility and the related Physician and other related Provider Services.
- Transportation by air ambulances for emergency situations to the nearest facility capable of handling the emergency or Medically Necessary transfers from one medical facility to another.
- Medically Necessary services that are not available from a Participating Provider.

Participating Providers include Physicians, Hospitals, and Other Health Care Facilities. Check the provider directory, available at [www.cigna.com/ifp-providers](http://www.cigna.com/ifp-providers), or log onto [www.mycigna.com](http://www.mycigna.com), or call the number on your ID card to determine if a Provider is Participating, or to request a printed copy of the provider directory be mailed to you.

### **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 for this plan and is available to accept You or Your Family Members.

### **If You Need a Specialist**

Your PCP is important to the coordination of your care. While this Policy does not require referrals to visit specialists, if you need specialty care you are encouraged to work with your PCP, who can coordinate your care and assist you in selecting a specialist appropriate for your care.

The referral system can be used to keep your PCP involved in and apprised of all of your health care needs. If you receive Covered Services from a specialist in the Policy's network without a referral, you will not be subject to a penalty, and the claims for those Covered Services will be processed according to the applicable In-Network level of benefits.

## **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 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 [www.mycigna.com](http://www.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 Physician Leaves the Network**

If your PCP or 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 specialist to continue providing Covered Services. 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.

## **Continuity of Care**

If your PCP or specialist ceases to be a Participating Physician, except when he or she is terminated from this Policy's network for cause, We will permit that Provider to render health care services for a period of at least 90 days to any member who:

- Was in an active course of treatment from the Provider prior to the notice of termination; and
- Requests to continue receiving health care services from the Provider.

Also, Cigna will permit any Provider who ceases to be a Participating Physician, except when he or she is terminated from this Policy's network for cause, to continue rendering health services to any member who

- has entered the second trimester of pregnancy at the time of the Provider's termination of participation. Such treatment shall, at the member's option, continue through the provision of postpartum care directly related to the delivery; or
- is determined to be terminally ill (as defined under § 1861 (dd)(3)(A) of the Social Security Act) at the time of a Provider's termination of participation. Such treatment shall, at the member's option, continue for the remainder of the member's life for care directly related to the treatment of the Terminal Illness.

We shall reimburse a Provider for continuity of coverage in accordance with the agreement that the Provider had with Us immediately before the Provider's termination of participation.

## **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. Please note: this is subject to all provisions of this Policy, including the right to appeal any denial of coverage under this section. For information, see “When You Have a Compliant or an Appeal” in the section of the Policy titled “General Provisions.” For information on claim procedures, refer to “How to File a Claim for Benefits” in the section of the Policy titled “General Provisions.”

### **Network Exception**

Covered Expenses for 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:

- Emergency Services.
- Non-Emergency Services provided to an Insured Person at a Participating facility if the non-Emergency Services involve Surgical or Ancillary Services provided by a Non-Participating Provider.
- Services for an Urgent Health Problem in an office, Urgent Care facility, or another outpatient facility and the related Physician and other related Provider Services.
- Medically Necessary services that are not available from a Participating Provider.

**Note:** if you are using a Non-Participating Provider for any of the reasons above, except for Emergency Services, please be aware that it is your responsibility to obtain any Prior Authorization required for services the Provider performs.

### **Note Regarding Health Savings Accounts (HSAs)**

Cigna offers some plans that are intended to qualify as “high deductible health plans” (as defined in 26 U.S.C. §223(c)(2)). Plans that qualify as high deductible health plans may allow You, if You are an “eligible individual” (as defined in 26 U.S.C. §223(c)(1)), to take advantage of the income tax benefits available when You establish an HSA and use the money You deposit into the HSA to pay for qualified medical expenses as allowed under federal tax law.

Cigna does not provide tax advice. It is Your responsibility to consult with Your tax advisor or attorney about whether a plan qualifies as a high deductible health plan and whether You are eligible to take advantage of HSA tax benefits.

## **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 in order to be eligible for benefits. Please note: A Participating Provider is responsible for obtaining Prior Authorization.**

**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 inpatient emergency admissions following a post-Stabilization transfer from an emergency department will be reviewed post admission.

**Note:** Prior Authorization is not required for the interhospital transfer of (i) a newborn infant experiencing a life-threatening emergency condition or (ii) the hospitalized mother of such newborn infant to accompany the infant.

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. Please note: A Participating Provider is responsible for obtaining Prior Authorization.**

**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, Cigna will not cover any Charges for that service.

### **PRIOR AUTHORIZATION FOR PRESCRIPTION DRUGS**

Prior Authorization is required for certain Prescription Drugs and Related Supplies. **For complete, detailed information about Prescription Drug Prior 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 Related Supplies, including which Prescription Drugs and Related Supplies require Prior Authorization, you can:**

- call Cigna at the number on the back of your ID card, or
- log on to [www.cigna.com/ifp-drug-list](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 Cigna Connect 7800 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!**

**Note:** Charges from a Non-Participating Provider, for Emergency Services, an Urgent Health Problem, Specialty Care not available from a Participating Provider, and for non-Emergency Services provided at a Participating Facility if the non-Emergency Services involve Surgical or Ancillary Services provided by a Non-Participating Provider, are reimbursed based on the Maximum Reimbursable Charge as defined in this Policy.\* Charges from Non-Participating Providers other than those listed above are not covered and will be your responsibility.

\*Non-Participating Providers cannot Balance Bill you for Emergency Services, non-Emergency Services provided at a Participating Facility if the non-Emergency Services involve Surgical or Ancillary Services provided by a Non-Participating Provider and Emergency air ambulance services.

<b>BENEFIT INFORMATION</b>	<b>PARTICIPATING PROVIDER (Based on the Negotiated Rate for Covered Expenses)</b>
<b>Note: Covered Services are subject to the applicable Deductible unless specifically waived.</b>	<b>YOU PAY</b>
<b>Medical Benefits</b>	
<b>Deductible</b>	
<b>Individual</b>	\$7,800
<b>Family</b>	\$15,600
<b>Note:</b> Each person in a Family will not be responsible for more than the Individual amount.  Deductible applies unless specifically waived.	
<b>Coinsurance</b>	50%

<b>BENEFIT INFORMATION</b> <b>Note:</b> <b>Covered Services are subject to the applicable Deductible unless specifically waived.</b>	<b>PARTICIPATING PROVIDER</b> <b>(Based on the Negotiated Rate for Covered Expenses)</b> <b>YOU PAY</b>
<b>Out-of-Pocket Maximum</b>  <b>Individual</b>  <b>Family</b>  <b>Note:</b> Each person in a Family will not be responsible for more than the Individual amount.  Services in excess of Policy Maximums do not apply to the Out-of-Pocket.	<p style="text-align: center;">\$8,700</p> <p style="text-align: center;">\$17,400</p>
<b>Prior Authorization Program</b>  <b>Prior Authorization – Inpatient Services</b>  <b>Prior Authorization – Outpatient Services</b>  NOTE: Please refer to the section on Prior Authorization for 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 <a href="http://www.mycigna.com">www.mycigna.com</a> under “Coverage” then select “Medical.”	<p style="text-align: center;"><b>Your Participating Provider must obtain approval</b> for inpatient admissions.</p> <p style="text-align: center;"><b>Your Participating Provider must obtain approval</b> for selected outpatient procedures and services.</p>
<b>All Preventive Care Services</b>  Please refer to the “Preventive Care Services,” “Women’s Preventive Care,” and “Adult Preventive Care” sections of this Policy for additional details.	<p style="text-align: center;">0%, Deductible waived</p>
<b>Smoking Cessation</b>  <b>Medical treatment</b> Maximum of 2 Smoking Cessation Attempts per Year (includes counseling)  (Prescription Drugs for smoking cessation treatment are covered under the Prescription Drug benefit.)	<p style="text-align: center;">0%, Deductible waived</p>
<b>Early Intervention Program Services</b>  No dollar limits apply  No visit limits for Physical, Occupational or Speech Therapy	<p style="text-align: center;">50%</p>

<b>BENEFIT INFORMATION</b> <b>Note:</b> <b>Covered Services are subject to the applicable Deductible unless specifically waived.</b>	<b>PARTICIPATING PROVIDER</b> <b>(Based on the Negotiated Rate for Covered Expenses)</b> <b>YOU PAY</b>
<p><b>Pediatric Vision Benefits</b> See the “Covered Services” section for details</p> <p><b>Pediatric Vision Care Performed by an Ophthalmologist or Optometrist</b> for an Insured Person through the end of the month in which the Insured Person turns 19 years of age</p> <p><b>Please be aware that the pediatric vision network is different from the network for your medical benefits.</b></p> <p><b>Comprehensive Eye Exam</b> Limited to one exam per Year</p> <p><b>Eyeglasses for Children</b> Limited to one pair per Year</p> <p style="padding-left: 40px;"><b>Pediatric Frames</b></p> <p style="padding-left: 40px;"><b>Single Vision Lenses</b></p> <p style="padding-left: 40px;"><b>Lined Bifocal Lenses</b></p> <p style="padding-left: 40px;"><b>Lined Trifocal or Standard Progressive Lenses</b></p> <p style="padding-left: 40px;"><b>Lenticular Lenses</b></p> <p><b>Contact Lenses for Children</b></p> <p style="padding-left: 40px;"><b>Elective-</b> 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 Calendar Year), including the professional services</p> <p style="padding-left: 40px;"><b>Therapeutic-</b> one year supply, regardless of the contact lens type, including professional services, in lieu of frames and lenses</p> <p><b>Low Vision Services and Aids</b> Supplemental professional low vision services and aids are covered in full once every 12 months.</p> <p><b>Note:</b> Routine vision screening performed by a PCP or pediatrician is covered under the Preventive Services benefit.</p>	<p>0% per exam, Deductible waived</p> <p>0% per pair, Deductible waived</p> <p>0% per pair, Deductible waived</p> <p>0% per pair, Deductible waived</p> <p>0% per pair, Deductible waived</p> <p>0% per pair, Deductible waived</p> <p>0% per pair, Deductible waived</p> <p>0% per pair, Deductible waived</p> <p>0% per supply, Deductible waived</p> <p>0%, Deductible waived</p>

<b>BENEFIT INFORMATION</b>	<b>PARTICIPATING PROVIDER (Based on the Negotiated Rate for Covered Expenses)</b>
<p><b>Note:</b> <b>Covered Services are subject to the applicable Deductible unless specifically waived.</b></p> <p><b>Physician Services</b></p> <p><b>Office Visit/Home Visit</b></p> <p><b>Primary Care Physician (PCP)</b> Note: PCP required</p> <p><b>Retail Health Clinics</b></p> <p><b>Specialist</b> (including consultant and second opinion services)</p>	<p><b>YOU PAY</b></p> <p>50%</p> <p>50%</p> <p>50%</p>
<p><b>Other Physician Services</b></p> <p><b>Surgery in Physician's office</b> (Services include Medically Necessary supplies including hypodermic needles, syringes, surgical dressings and splints.)</p> <p><b>Outpatient Professional Fees for Surgery</b> (Including surgery, anesthesia, diagnostic procedures, dialysis, and radiation therapy. Services include Medically Necessary supplies including hypodermic needles, syringes, surgical dressings and splints.)</p> <p><b>Inpatient Surgery, Anesthesia, Radiation Therapy, Chemotherapy</b> (Services include Medically Necessary supplies including hypodermic needles, syringes, surgical dressings and splints.)</p> <p><b>In-hospital visits</b> (Services include Medically Necessary supplies including hypodermic needles, syringes, surgical dressings and splints.)</p> <p><b>Allergy testing and treatment, including allergy serum and allergy shots</b> (Services include Medically Necessary supplies including hypodermic needles, syringes, surgical dressings and splints.)</p>	<p>50%</p> <p>50%</p> <p>50%</p> <p>50%</p> <p>50%</p>

<b>BENEFIT INFORMATION</b> <b>Note:</b> <b>Covered Services are subject to the applicable Deductible unless specifically waived.</b>	<b>PARTICIPATING PROVIDER</b> <b>(Based on the Negotiated Rate for Covered Expenses)</b> <b>YOU PAY</b>
<b>Virtual Care</b>  <b>Dedicated Virtual Care Medical Physician Service</b> for minor acute medical conditions  Note: Any Prescription issued during a virtual visit is subject to all Prescription Drug Benefits, limitations and exclusions.	\$0 Copayment per Virtual visit; Deductible waived
<b>Telemedicine Service</b>	Same benefit level as if service was delivered in person
<b>Indian Health Program / Tribal Health Program Services*</b>  Any Covered Services provided by an Indian Health Program or Tribal Health Program  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 <b>and who is enrolled in a plan purchased through the Marketplace.</b>  <b>* See the Definitions section in the Policy for additional information on “Indian Health Program” and the “Tribal Health Program.”</b>	0%, Deductible waived
<b>Nutritional Counseling</b>	50%
<b>Hospital Services</b>  <b>Inpatient Hospital Services</b>  Facility Charges  Professional Charges  <b>Emergency Admissions</b>	50%  50%  Benefits are shown in the Emergency Services section of the benefit schedule
<b>Outpatient Facility Services</b> Including Diagnostic and Free-Standing Outpatient Surgical and Outpatient Hospital facilities. (Services include Medically Necessary supplies including hypodermic needles, syringes, surgical dressings and splints.)	50%



<b>BENEFIT INFORMATION</b> <b>Note:</b> <b>Covered Services are subject to the applicable Deductible unless specifically waived.</b>	<b>PARTICIPATING PROVIDER</b> <b>(Based on the Negotiated Rate for Covered Expenses)</b> <b>YOU PAY</b>
<p><b>Habilitative Services</b> (Services include Medically Necessary supplies including hypodermic needles, syringes, surgical dressings and splints.)</p> <p><b>Physical and Occupational Therapy</b> Maximum of 30 visits per Insured Person, per Calendar Year combined</p> <p><b>Speech Therapy and Speech-language Pathology (SLP) Services</b> Maximum of 30 visits per Insured Person, per Calendar Year combined</p> <p><b>Chiropractic Care, Osteopathic Therapy and Spinal Manipulation Treatment</b> Maximum of 30 visits per Insured Person, per Calendar Year combined</p> <p>Note: Maximums do not apply to services for treatment of Autism Spectrum Disorders.</p> <p>Note: Physical, occupational and speech therapy limits do not apply when these services are provided as part of the Hospice Care benefit.</p> <p>Note: Physical, occupational, speech therapy, or cardiac rehabilitation provided in the home will apply to the Home Health Care visit limit instead of the Rehabilitative or Habilitative Therapy Services limits.</p> <p>Note: Maximums do not apply to services for treatment of Mental Health Disorders.</p> <p>Note: Maximums for rehabilitative services do not reduce maximums for Habilitative Services.</p>	<p>50%</p> <p>50%</p> <p>50%</p>
<p><b>Cardiac Rehabilitation</b></p> <p>Physical, occupational, speech therapy, or cardiac rehabilitation provided in the home will apply to the Home Health Care visit limit instead of the Rehabilitative or Habilitative Therapy Services limits.</p>	<p>50%</p>
<p><b>Pulmonary Rehabilitation</b></p> <p>Unlimited</p>	<p>50%</p>
<p><b>Treatment of Temporomandibular Joint Dysfunction (TMJ/TMD)</b></p>	<p>50%</p>

<b>BENEFIT INFORMATION</b> <b>Note:</b> <b>Covered Services are subject to the applicable Deductible unless specifically waived.</b>	<b>PARTICIPATING PROVIDER</b> <b>(Based on the Negotiated Rate for Covered Expenses)</b> <b>YOU PAY</b>
<b>Women’s Contraceptive Services, Family Planning, voluntary Sterilization and reversal of non-voluntary Sterilization Resulting from an Illness or Injury</b>	\$0, Deductible waived
<b>Male Sterilization and reversal of non-voluntary Sterilization Resulting from an Illness or Injury</b>	50%
<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>Prenatal testing or treatment</b> billed separately from “global” fee  <b>Postnatal visit or treatment</b> billed separately from “global” fee  <b>Hospital Delivery Charges</b> (including anesthesia related to delivery)	50%  50%  50%  50%  Inpatient Hospital Services benefit applies
<b>Autism Spectrum Disorders</b>  <b>Diagnosis of Autism Spectrum Disorder</b>  <b>Office Visit</b>  <b>Diagnostic testing</b>  <b>Treatment of Autism Spectrum Disorder</b> (see “Comprehensive Benefits: What the Policy Pays For” section for specific information about what services are covered)	PCP or Specialist Office Visit benefit applies  50%  50%

<b>BENEFIT INFORMATION</b> <b>Note:</b> <b>Covered Services are subject to the applicable Deductible unless specifically waived.</b>	<b>PARTICIPATING PROVIDER</b> <b>(Based on the Negotiated Rate for Covered Expenses)</b> <b>YOU PAY</b>
<b>Inpatient Services at Other Health Care Facilities</b> (Services include Medically Necessary supplies including hypodermic needles, syringes, surgical dressings and splints.)  Including Skilled Nursing, Rehabilitation Hospital and Sub-Acute Facilities  Maximum of 100 days per stay	50%
<b>Home Health Care Services</b> (Services include Medically Necessary supplies including hypodermic needles, syringes, surgical dressings and splints.)  Maximum of 100 visits per Insured Person, per Calendar Year, but does not apply to home infusion therapy and home dialysis  <b>Note:</b> Private duty nursing is limited to 16 hours per Year.	50%
<b>Durable Medical Equipment</b>	50%
<b>Prosthetics</b>	30%
<b>Orthotics</b>	50%
<b>Hospice</b> (Services include Medically Necessary supplies including hypodermic needles, syringes, surgical dressings and splints.)  <b>In-home</b> <b>Inpatient</b> <b>Outpatient</b>	50%  50% 50%

<b>BENEFIT INFORMATION</b> <b>Note:</b> <b>Covered Services are subject to the applicable Deductible unless specifically waived.</b>	<b>PARTICIPATING PROVIDER</b> <b>(Based on the Negotiated Rate for Covered Expenses)</b> <b>YOU PAY</b>
<b>Dialysis</b> (Including Medically Necessary supplies including hypodermic needles and syringes)  <b>In-home</b>  <b>Inpatient</b>  <b>Outpatient</b>	50%  Inpatient Hospital Services benefit applies  50%
<b>Mental Health Disorder</b>  <b>Inpatient</b> (Includes Acute and Residential Treatment)  <b>Outpatient</b> (Includes individual, group, intensive outpatient therapy and partial hospitalization)  <b>Office Visits</b>  <b>All other outpatient services</b>	Inpatient Hospital Services benefit applies   Specialist Office Visit benefit applies  50%
<b>Substance Use Disorder</b>  <b>Inpatient Detoxification/Rehabilitation</b> (Includes Acute and Residential Treatment)  <b>Outpatient</b> (Includes individual, group, intensive outpatient therapy and partial hospitalization)  <b>Office Visits</b>  <b>All other outpatient services</b>	Inpatient Hospital Services benefit applies   Specialist Office Visit benefit applies  50%
<b>Organ and Tissue Transplants</b>  <b>Cigna LifeSOURCE Transplant Network® Facility</b>  <b>Travel Benefit</b> (Only available through Cigna LifeSOURCE Transplant Network® Facility)  <b>Non-LifeSOURCE Participating Facility specifically contracted to perform Transplant Services</b>  <b>Participating Facility NOT specifically contracted to perform Transplant Services</b>	0%   Inpatient Hospital Services benefit applies  Not Covered

<b>BENEFIT INFORMATION</b> <b>Note:</b> <b>Covered Services are subject to the applicable Deductible unless specifically waived.</b>	<b>PARTICIPATING PROVIDER</b> <b>(Based on the Negotiated Rate for Covered Expenses)</b> <b>YOU PAY</b>
<b>Ventricular Assist Device Services</b>  <b>Cigna LifeSOURCE Transplant Network® Facility</b>  <b>Non-LifeSOURCE Participating Facility specifically contracted to perform Ventricular Assist Device Services</b>  <b>Participating Facility NOT specifically contracted to perform Ventricular Assist Device Services</b>	<p style="text-align: center;">0%</p> <p style="text-align: center;">Inpatient Hospital Services benefit applies</p> <p style="text-align: center;">Not Covered</p>
<b>Infusion and Injectable Medications and related services or supplies</b>  Administered by a medical professional in an office or outpatient facility	<p style="text-align: center;">50%</p>
<b>Dental Care (other than Pediatric)</b>  Limited to treatment for accidental Injury to natural teeth within 12 months of the accidental Injury	<p style="text-align: center;">50%</p>
<b>Specified Diabetic Services and Supplies</b>	<p style="text-align: center;">0%, Deductible waived</p>

**BENEFIT INFORMATION**

**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 Services

**Please note:** In addition to the cost-sharing amounts shown below, you are responsible for all Charges that are not Covered Expenses.

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

**Please note:** In addition to the cost-sharing amounts shown below, you are responsible for all Charges that are not Covered Expenses. You are not responsible for Charges for Covered Services that are in excess of the Maximum Reimbursable Charge.

<b>Emergency Services</b>		
<b>Hospital Emergency Room</b>		
Emergency Medical Condition	50%	Participating Provider Cost Share
Non-Emergency Medical Condition	50%	Participating Provider Cost Share
<b>Urgent Care Center Facility</b>		
Urgent Health Problem	50%	Participating Provider Cost Share
Non-Urgent Health Problem	50%	Not Covered (You pay 100% of Charges)
<b>Ambulance Services</b>		
<b>Note:</b> coverage for Medically Necessary transport to the nearest facility capable of handling the Emergency Medical Condition		
<b>Emergency Transport</b>	50% for Ground, Air and Water transport	Participating Provider Cost Share

**BENEFIT INFORMATION**

**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 Services

**Please note:** In addition to the cost-sharing amounts shown below, you are responsible for all Charges that are not Covered Expenses.

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

**Please note:** In addition to the cost-sharing amounts shown below, you are responsible for all Charges that are not Covered Expenses. You are not responsible for Charges for Covered Services that are in excess of the Maximum Reimbursable Charge.

<b>Inpatient Hospital Services (for emergency admission to an acute care Hospital)</b>		
<p><b>Hospital Facility Charges</b> Emergency Services from a Non-Participating Provider are covered at the In-Network Cost Share 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.</p>	<p>50%</p>	<p>Participating Provider Cost Share applies until transferrable to an In-Network Hospital; if not transferred then Not Covered (You pay 100% of Charges)</p>
<p><b>Professional Services</b></p>	<p>50%</p>	<p>Participating Provider Cost Share applies until transferrable to an In-Network Hospital; if not transferred then Not Covered (You pay 100% of Charges)</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>Note: You can obtain a 30-day supply of any covered Prescription Drug or Related Supply at any Participating Retail Pharmacy. For Tiers 1 through 4 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 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> <p>For insulin drugs covered by this Policy, your Cost Share amount will be capped so that the amount you are required to pay for a covered Prescription insulin drug will not exceed \$50 dollars per 30-day supply.</p>		
<b>Deductible 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>50% per Prescription or refill 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 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>		
<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.	50% per Prescription or refill 30-day supply - at any Participating Pharmacy or Up to a 90-day supply at a 90 Day Retail Pharmacy	50% per Prescription or refill Up to a 90-day maximum supply
<b>Tier 3:</b> This tier typically includes preferred Brand Name Drugs and some high cost Generic Drugs.	50% per Prescription or refill 30-day supply - at any Participating Pharmacy or Up to a 90-day supply at a 90 Day Retail Pharmacy	50% per Prescription or refill Up to a 90-day maximum supply
<b>Tier 4:</b> This tier typically includes non-preferred Brand Name Drugs and some high cost Generic Drugs.	50% per Prescription or refill 30-day supply - at any Participating Pharmacy or Up to a 90-day supply at a 90 Day Retail Pharmacy	50% per Prescription or refill Up to a 90-day maximum supply
<b>Tier 5:</b> This tier typically includes Specialty Medications and high cost Generic and Brand Name Drugs.	50% per Prescription or refill 30-day supply - at any Participating Pharmacy or Up to a 30-day supply at a 90 Day Retail Pharmacy	50% per Prescription or refill Up to a 30-day maximum supply

<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>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;</li> <li>a prescription for a 12-month supply of hormonal contraceptives must be covered when dispensed or furnished at one time; and</li> <li>smoking cessation products limited to a maximum of 2 90-day treatment regimens</li> </ul>	<p>0%, Deductible waived per Prescription or refill</p> <p>30-day supply - at any Participating Pharmacy</p> <p>or</p> <p>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 to provide specific 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 XXVI 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 relationship between environment and behavior.

**Autism Spectrum Disorder** means any pervasive developmental disorder, including (i) autistic disorder, (ii) Asperger's Syndrome, (iii) Rett syndrome, (iv) childhood disintegrative disorder, or (v) Pervasive Developmental Disorder--Not Otherwise Specified, as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association.

**Balance Bill** means a bill sent to an Insured Person by a Non-Participating Provider for Covered Services provided to the Insured Person after the Non-Participating Provider's billed amount was not fully reimbursed by this Policy, exclusive of your Cost Share requirements.

**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 Prescription Drug** (Brand Name) means a Prescription Drug that has been patented and is only produced by one manufacturer.

**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 with Cigna for a different amount, including where Cigna has 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®.

**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** 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 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) 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.

**Dedicated Virtual Care Medical Physician Service** means a Virtual Care Service provided by a Dedicated Virtual Care Physician for minor acute medical conditions such as a cold, flu, sore throat, rash or headache.

**Dedicated Virtual Care Physician** means a Physician who is part of a designated network from one or more organizations contracted with Cigna to provide certain Virtual Care Services.

**Deductible** means the amount of Covered Expenses that must be paid for Covered Services each Year before benefits are available under this Policy.

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

**Diabetic Equipment** includes blood glucose monitors, monitors designed to be used by blind persons; insulin pumps and associated appurtenances, 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; podiatric appliances for the prevention of complications associated with diabetes. Diabetic Equipment also includes 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.

**Diabetic Pharmaceuticals & Supplies** include visual reading and urine test strips; ketones and protein test strips; blood glucose test strips; blood glucose monitors, therapeutic continuous glucose monitors and the associated supply items on Cigna's Prescription Drug List; lancets and lancing devices; insulin and insulin analogs, injection aids; including devices used to assist with insulin injection and needleless systems; syringes and hypodermic needles, prescriptive oral agents for controlling blood sugar levels; and glucagon emergency kits.

**Diabetic 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.

**Domestic Partner** means a person of the same or opposite sex for whom all of the following are true:

- he or she is the Policyholder's sole Domestic Partner and has been for twelve (12) months or more;
- he or she is mentally competent;
- neither the Policyholder nor the Domestic Partner is related in any way (including by adoption or blood) that would prohibit him or her from being married under *state law*;
- he or she is not married to or separated from anyone else; and
- he or she is financially interdependent with the Policyholder.

**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;
- and are of a truly durable nature; and
- are not disposable.

Such equipment includes, but is not limited to, nebulizers, crutches, walkers, traction equipment, 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, regardless of the final diagnosis rendered to an Insured Person, 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 to result in

- 1) placing serious jeopardy to the mental or physical health of the individual; or
- 2) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her fetus) in serious jeopardy; or
- 3) serious impairment to bodily functions; or
- 4) 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 or an independent freestanding emergency department, including ancillary services such as diagnostic x-rays, lab services, medical supplies, and advanced diagnostic imaging (e.g., MRIs and CAT scans) routinely available 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 or independent freestanding emergency department, to Stabilize the patient.

**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 trials or underway 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, except for an Insured Person's costs incurred during clinical trials for cancer; or
- reliable evidence shows that the consensus of the 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 or 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 and one or more of Your Family Member(s) are enrolled for coverage under this Policy. It is an accumulation of the Individual Deductibles paid by each Family Member during a Year. Each Insured Person can contribute up to the Individual Deductible amount toward 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, Domestic Partner, 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 and one or more of Your Family Member(s) are enrolled for coverage 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 Prescription Drug Covered Services for Covered Expenses incurred during the remainder of that Year from Participating Providers. 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.

**Gene Therapy** is a category of pharmaceutical products approved by the U.S. Food and Drug Administration (FDA) to treat or cure a disease by:

- replacing a disease-causing gene with a healthy copy of the gene.
- inactivating a disease-causing gene that may not be functioning properly.
- introducing a new or modified gene into the body to help treat a disease.

Each Gene Therapy product is specific to a particular disease and is administered in a specialized manner. Cigna determines which products are in the category of Gene Therapy, based in part on the nature of the treatment and how it is distributed and administered.

**Generic Prescription Drug** (or Generic) means a pharmaceutical equivalent of one or more Brand Name Drugs and must be approved by the Food and Drug Administration as meeting the same standards of safety, purity, strength and effectiveness as the Brand Name Drug.

**Habilitative Services** are health care services provided by a licensed therapist that help you keep, learn or improve skills and functioning for daily living. An example includes therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology, medical devices, and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

**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 that provides palliative and supportive medical, nursing and other health services through home or inpatient care for Insured Persons who have a Terminal Illness and for the families of those Insured 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 that:

- is operated pursuant to law and licensed as a Hospital;
- is primarily and continuously engaged in providing or operating, either on its premises or in facilities available to the Hospital on a prearranged basis and under the supervision of a staff of duly licensed Physicians, medical, diagnostic and major surgical facilities for the medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made; and
- provides 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.).

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. In addition, the term Hospital does not include convalescent homes, convalescent facilities, rest facilities, nursing facilities, or homes or facilities primarily for the aged, drug addicts, alcoholics and those primarily affording Custodial Care, educational care or those primarily affording care for rehabilitatory care.

**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 Alaska Native, and is defined as follows:

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

**Individual Deductible** means the amount of Covered Expenses each Insured Person must pay for Covered Services each Year before benefits are available under this Policy. The amount of the Individual Deductible is described in the benefit schedule section of this Policy.

**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 Expenses, you will no longer have to pay any Coinsurance or Copayment for medical or Prescription Drug Covered Services for Covered Expenses incurred during the remainder of that Year. 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 Specialty Medications may require Prior Authorization or Step Therapy. Refer to the "Prescription Drug Benefits" section of this Policy for Prior Authorization and Step Therapy information.

**Injury** means any physical bodily harm or damage.

**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 Policyholder, 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**, with respect to Virginia, means the federally-facilitated Marketplace.

**Maximum Reimbursable Charge** is the maximum amount that the plan will pay for the following services by a Non-Participating Provider:

**For Emergency Services performed by a Non-Participating Provider in the emergency department of a Hospital or an independent freestanding emergency department, or Emergency Services delivered in the emergency department of a Non-Participating Hospital or facility or independent freestanding emergency department, and for Surgical and Ancillary Services performed by a Non-Participating Provider in a Participating Facility, the plan will pay up to:**

- the amount agreed to by the Non-Participating Provider or Hospital and Cigna or,
- a commercially reasonable amount, based on payments for the same or similar services provided in a similar geographic area, not to exceed the Non-Participating Provider's Charges.

**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** Covered Services and supplies are those determined to be:

- required to diagnose or treat an illness, injury, disease or its symptoms;
- in accordance with generally accepted standards of medical practice;
- clinically appropriate in terms of type, frequency, extent, site and duration;
- not primarily for the convenience of the patient, Physician or Other Health Care Professionals; and
- rendered in the least intensive setting that is appropriate for the delivery of the services and supplies. Where applicable, We may compare the cost-effectiveness of alternative services, settings or supplies when determining least intensive setting.

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

**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.

**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 or home delivery Pharmacy which Cigna has NOT contracted with to provide 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 or a visit using the internet by a webcam, chat or voice, or a visit in the home, or an online visit by a Physician during which one or more of only the following 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.

**Orthosis/Orthoses and Orthotic Devices** are orthopedic appliances or apparatuses such as: certain types of Braces, boots, and Splints. That are custom made rigid or semi-rigid supportive device used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body, or which limits or stops motion of a weak or diseased body part.

**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 an Insured Person. Other Health Care Professionals include, but are not limited to, physical therapists, registered nurses, nurse practitioners, physician assistants, clinical nurse specialists 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 in a Year.

**Participating Facility** means an institution or a health care setting contracted with Cigna to provide health care related services, including but not limited to Hospitals and other licensed inpatient centers; ambulatory surgical or treatment centers; skilled nursing centers; residential treatment centers; diagnostic, laboratory, and imaging centers; and rehabilitation and other therapeutic health settings.

**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:

- Hospitals, Physicians, and Other Health Care Facilities or Professionals 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 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 Benefits for Care Performed by an Ophthalmologist or Optometrist" section of this Policy provided to an Insured Person who is under age 19. Coverage continues through the end of the month in which the Insured Person turns 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, including a dentist 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 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 at [www.cigna.com/ifp-drug-list](http://www.cigna.com/ifp-drug-list).

**Prescription Order (Prescription)** 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 substitutes to replace, in whole or in part, a limb or body part, such as an arm, leg, foot or eye.

**Provider** means:

- a Hospital, a Physician or an Other Health Care Facility or Professional (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.

**Rehabilitation Services** include a coordinated team approach and several types of treatment, including skilled nursing care, physical, occupational, and speech therapy, medical devices, and services of a social worker or psychologist. Services are provided in a Hospital, free-standing facility, Skilled Nursing Facility, or in an outpatient day rehabilitation program.

**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, IUDs, cervical caps, contraceptive rings, contraceptive patches, and oral contraceptives (including emergency contraceptive pills); disposable needles and syringes needed for injecting covered drugs and supplements.

**Remote Patient Monitoring Services** means the delivery of home health services using telecommunications technology to enhance the delivery of home health care, including monitoring of clinical patient data such as weight, blood pressure, pulse, pulse oximetry, blood glucose, and other condition-specific data; medication adherence monitoring; and interactive video conferencing with or without digital image upload.

**Retail Health Clinic** means a facility that gives routine care and care for common illnesses to Insured Persons on a “walk-in” basis. These clinics are often found in major pharmacies or retail stores. These services are typically given by physician assistants and nurse practitioners.

**Self-administered Injectable Medications** are FDA approved medications which a person may administer to himself/herself by means of intramuscular, intravenous or subcutaneous injection, including self-administered injectable insulin prescribed for use by the Insured Person. Insulin is covered under the Prescription benefits of this Policy. Refer to the “Prescription Drug” section of this Policy for more information.

**Service Area** means any place that is within the counties, cities and/or zip code areas in the state of Virginia that Cigna has designated as the area where this plan is available for enrollment, and in which Cigna has a Participating Provider network for use by this plan. The Service Area includes the following counties: Amelia, Charles City, Chesterfield, Dinwiddie, Hanover, Henrico, Prince George, Sussex, Colonial Heights City, Hopewell City, Petersburg City, Richmond City, Alexandria City, Arlington, Clarke, Fairfax City, Fairfax, Falls Church City, Frederick, Loudoun, Manassas City, Manassas Park City, Prince William, Stafford, Warren, Winchester City, Spotsylvania, Cumberland, Louisa, Powhatan, Goochland, Fauquier, Page, Rappahannock, and Shenandoah. To locate a Provider who is participating in the network used by this plan, call the toll-free number on the back of your ID card, or check [www.cigna.com/ifp-providers](http://www.cigna.com/ifp-providers) or log onto [www.mycigna.com](http://www.mycigna.com) and click on “Find Care and Costs.”

**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; a home or facility primarily used for custodial or educational care.

**Smoking Cessation Attempt** means four 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 at [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;
- 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.

**Specified Diabetic Services and Supplies** are particular services and supplies provided or prescribed for the direct treatment of diabetes, including Diabetic Training and Education, HbA1c, urinalysis, blood kidney function test for nephropathy, Metformin, diabetic retinal examination, test strips for blood glucose monitors; visual reading and urine test strips, lancets, syringes and needles. This does not include any other services or supplies not specifically listed here, even if such service or supply is provided or prescribed for the direct treatment of diabetes, nor will these listed services be considered a Specified Diabetic Service or Supply if provided for the treatment of any other diagnosis.

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

**Stabilize, Stabilized and Stabilization** mean, with respect to an Emergency Medical Condition, to provide treatment that assures that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility, or with respect to a pregnant woman, that the woman has delivered, including the placenta.

**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).

**Step Therapy Exception** means making an exception to a Step Therapy Protocol in favor of immediate coverage of the Physician's selected Prescription Drug provided that the Prescription Drug is covered under the plan, which determination is based on a review of your or your Physician's request for an exception, along with supporting rationale and documentation.

**Step Therapy Protocol** means a protocol setting the sequence in which Prescription Drugs for a specified medical condition and medically appropriate for you and are covered under the plan.

**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.

**Surgical or Ancillary Services**, means professional services, including surgery, anesthesiology, pathology, radiology, hospitalist services and laboratory services.

**Telemedicine Medical Service** as it pertains to the delivery of health care services, means the use of electronic technology or media, including interactive audio or video and Remote Patient Monitoring Services, for the purpose of diagnosing or treating a patient or consulting with a Physician or Other Health Care Professionals regarding a patient's diagnosis or treatment, regardless of the originating site and whether the patient is accompanied by a health care provider at the time such services are provided. Telemedicine Medical Services do not include an audio-only telephone, electronic mail message, facsimile transmission, or online questionnaire. Nothing in this definition shall preclude coverage for a service that is not a Telemedicine Medical Service, including services delivered through real-time audio-only telephone.

**Terminal Illness** means the Insured Person has a medical prognosis that his or her life expectancy is 6 months or less.

**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.).

**Urgent Health Problem** means a medical condition that requires prompt attention to avoid adverse consequences, but does not pose an immediate threat to a person's life.

**Urgent Care** means Covered Services that (i) are delivered at an outpatient or other sub-acute facility that is accredited as an urgent care center by the Urgent Care Association of America or by the National Urgent Care Center Accreditation program and (ii) are provided to treat an Urgent Health Problem.

**Virtual Care Service** is a Covered Service that is delivered through audio, video and secure internet-based technologies.

**We/Us/Our** is Cigna Health and Life Insurance Company (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

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 live or reside in the state of Virginia; and
- You live or reside in the Service 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 the Exchange.

The Policyholder must notify Us of all changes that may affect any Insured Person's eligibility under this Policy.

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

**NOTE:** a dependent spouse, Domestic Partner or a dependent child must reside in the Service Area, unless the child is covered under a Qualified Medical Child Support Order and lives outside the Service Area. A child eligible to enroll as a dependent under this Policy who resides outside of the Service Area is entitled to receive, while outside the Service Area, only out-of-area emergency benefits under the "Emergency Services" provision of the "Services and Benefits" section. However, that child, when he or she is within the Service Area, is eligible for benefits for Covered Services from Participating Providers, as outlined in this Policy.

- Your lawful spouse or Domestic Partner who lives in the Service Area.
- Your children or anyone who is dependent on You who live in the Service Area and have not yet reached age 26.
- Your stepchildren who live in the Service Area and have not yet reached age 26.
- Your own, or Your spouse's or Domestic Partner's children, regardless of age, enrolled prior to age 26, who live in the Service Area and are incapable of self-support due to medically certified continuing intellectual or physical disability and are chiefly dependent upon the Insured Person for support and maintenance. Cigna requires written proof of such disability and dependency within 31 days after the child's 26th birthday. Periodically thereafter, but not more often than annually, Cigna may require written proof of such disability or dependency.

- Your own, or Your spouse's or Domestic Partner's Newborn children are automatically covered for the first 31 days of life. To continue coverage past that time You must enroll the child as an insured Family Member by applying for his or her enrollment as a Family Member 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. This also applies to a newborn child with respect to whom:
  - a decree of adoption by You has been entered within 31 days after the date of the child's birth; or
  - adoption proceedings have been instituted by You within 31 days after the date of the child's birth and You have temporary custody; or
  - the adoption proceedings have been completed and a decree of adoption entered within one year from the institution of proceedings, unless extended by order of the court by reason of the special needs of the child.
  - An adopted child is eligible for coverage from the date of adoption or parental placement with an Insured Person, and if the adoption occurred within 31 days of birth, the child shall be considered a newborn child of the Insured Person as of the date of placement. This shall continue unless the placement is disrupted prior to final decree of adoption and the child is removed from placement.
- 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 You must enroll the child as an insured Family Member by applying for his or her enrollment as a Family Member 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.
- A child who is placed with You for foster care is automatically covered for 31 days from the date of the foster child's placement. To continue coverage past that time You must enroll the foster child as an insured Family Member by applying for his or her enrollment as a Family Member within 60 days of the date the child is placed with You for foster care, and pay any additional Premium. Coverage for a foster child enrolled within 60 days of placement for foster care will be retroactive to the date of the child's placement for foster care.
- 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 You must enroll the child as an insured Family Member by applying for his or her enrollment as a Family Member 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 a court has ordered a Policyholder to obtain coverage for a child, and that parent fails to obtain coverage as ordered, the child's other parent or the Virginia Department of Social Services may enroll the child for coverage as a dependent of the Policyholder.

## **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 Annual Open Enrollment Period must wait until the next Annual 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 Annual 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 the Exchange 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 Annual 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 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 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, placement in foster care, or through a child support order or other court order; or
- An eligible dependent spouse, Domestic Partner 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 individual is released from incarceration; 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 or his or her dependent adequately demonstrates to the Marketplace that the QHP 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 QHP:
  - The enrollee or dependent is determined newly eligible or ineligible for 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% 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 or enrollee 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 in a United States territory at the time of the move. Additionally, the eligible individual may access the special enrollment period 60 days in advance of the move; or
- The qualified individual who gains or maintains status as an Indian, 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 Family Access to Medical Insurance Security Plan (FAMIS) coverage during open enrollment or due to a qualifying life event, but is determined ineligible for Medicaid or FAMIS 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 there was a violation by a QHP of material contract provisions; 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; or
- An eligible individual newly gains access to an employer sponsored individual coverage health reimbursement account (ICHRA); or
- An eligible individual newly gains access to a qualified small employer health reimbursement arrangement (QSEHRA).

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; or
- 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; or
- In the case of untimely notice of a triggering event, the exchange must provide the earliest Effective Date that would have been available based on the applicable triggering event.

For all other triggering events the Effective Dates are:

- For an application made between the first and the 15th day of any month, the Effective Date of coverage will be the first day of the following month; or
- For an application made between the 16th 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 Policyholder.
- For the Domestic Partner, when the Domestic Partnership is dissolved or otherwise ceases to exist.
- 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 Policyholder no longer resides, lives, or works in the Service Area.

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

### **Continuation**

If a spouse or Domestic Partner's eligibility under this Policy would terminate due to the Policyholder's death, except for the Policyholder's failure to pay Premium, that spouse or Domestic Partner has the right to continuation of his or her insurance. Coverage will be continued under the spouse or Domestic Partner's name. In such a case, coverage will continue without evidence of insurability.

If an Insured Person's eligibility under this Policy would terminate due to 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 Policyholder's failure to pay Premium, that Family Member has the right to continuation of his or her insurance. Coverage will be continued under that member's name 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**

### **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 services provided by 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**

Covered Expenses for the services and supplies of a Non-Participating Provider will be reimbursed according to the Participating Provider Cost Share in certain circumstances as provided below:

- **Hospital Emergency Services**  
Emergency Services for an Emergency Medical Condition will be reimbursed at the Participating Provider Cost Share. Once the patient is Stabilized and his/her condition permits transfer to a Participating Hospital, services of a Non-Participating Hospital will no longer be covered.
- **Air Ambulance Services**  
Transportation by air ambulances for emergency situations to the nearest facility capable of handling the emergency or Medically Necessary transfers from one medical facility to another will be reimbursed at the Participating Provider Cost Share.
- **Physician or other Provider Emergency Services**  
Covered Expenses will be reimbursed at the Participating Provider Cost Share for the initial care of an Emergency Medical Condition.
- **Specialty care not available from a Participating Provider**  
When Medically Necessary specialist care is not available from a Participating Provider, Covered Expenses for Covered Services will be reimbursed at the Participating Provider Cost Share.
- **Facility Services for an Urgent Health Problem**  
Services for an Urgent Health Problem in an office, Urgent Care facility or other outpatient facility will be reimbursed at the Participating Provider Cost Share until the patient is Stabilized and his/her condition permits release to home or transfer to a Participating facility. From that point services of a Non-Participating facility will no longer be covered.

- **Physician or other Provider Services for an Urgent Health Problem**  
Covered Expenses will be reimbursed at the Participating Provider Cost Share for the initial care of an Urgent Health Problem.
- **Non-emergency Surgical or Ancillary Services at a Participating Facility**  
Covered Expenses for Surgical or Ancillary Services provided by a Non-Participating Provider, when the Insured Person is at a Participating Facility, will be reimbursed at the Participating Provider Cost Share.

**Note:** Charges from a Non-Participating Provider, for Emergency Services and for non-Emergency Services provided at a Participating Facility if the non-Emergency Services involve Surgical or Ancillary Services provided by a Non-Participating Provider, are reimbursed based on the Maximum Reimbursable Charge as defined in this Policy. In these circumstances the Non-Participating Providers cannot Balance Bill you for these services.

Non-Participating Provider services for an Urgent Health Problem in an office, Urgent Care facility, or another outpatient facility and the related Physician and other related Provider Services and the Medically Necessary Covered Services that are not available from a Participating Provider are also covered by this plan.

Charges from Non-Participating Providers other than those listed above are not covered and will be your responsibility.

## **Deductibles**

Deductibles are prescribed amounts of Covered Expenses the Insured Person must pay before this Policy will pay your claims. 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 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 this Policy will pay your claims. 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 enrolled for coverage 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 Family Member incurs in Covered Expenses in a Year.

- The Individual Out-of-Pocket Maximum is an accumulation of Covered Expenses. It includes Deductibles, Copayments and Coinsurance paid by You or on Your behalf, for medical and Prescription Drug Covered Services, to the extent permitted by federal law and regulation. 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 Prescription Drug Covered Services for Covered Expenses incurred during the remainder of that Year. 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 enrolled for coverage under this Policy. It is an accumulation of the Individual Covered Expenses, including Deductibles, Copayments and Coinsurance paid by You or on Your behalf, for medical and Prescription Drug Covered Services, paid by each Family Member for Covered Expenses during a Year, to the extent permitted by federal law and regulation. 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 for Covered Services has been met, the Family Members 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.**

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

*Please refer to your 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 Policy pays for any benefits, You and Your Family Member(s) must satisfy any Deductibles that may apply. After you satisfy 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, 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 a Non-Participating Provider are not covered except for:

- Emergency Services.
- Non-Emergency Services provided to an Insured Person at a Participating facility if the non-Emergency Services involve Surgical or Ancillary Services provided by a Non-Participating Provider.
- Services for an Urgent Health Problem in an office, Urgent Care facility, or another outpatient facility and the related Physician and other related Provider Services.
- Medically Necessary services that are not available from a Participating Provider.

If you are inpatient in a Hospital or Other Health Care 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 at a Hospital or Free-Standing Outpatient Surgical Facility**

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

- Inpatient services and supplies provided by the Hospital including private room Charges above the prevailing two-bed room rate of the facility when a private room is Medically Necessary.
- 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.
- Blood and blood products.

Payments of 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**

For any eligible condition, this Policy provides indicated benefits for Covered Expenses for inpatient services and supplies provided by an Other Health Care 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 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.

Covered Services in an Other Health Care Facility include:

- rehabilitative services; and
- skilled convalescent care and rehabilitative services; and
- drugs, biologicals, and supplies furnished for use in the Other Health Care Facility and other Medically Necessary services and supplies.

This Policy provides benefits for the Covered Expenses for the private room Charge if you need a private room because you have a highly contagious condition or are at greater risk of contracting an infectious disease because of your medical condition. Otherwise, your inpatient benefits would cover the Charges for a semi-private room rate at the facility. If you choose to occupy a private room, you will be responsible for paying the daily differences between the prevailing semi-private rate and the private room rates in addition to your Copayment and Coinsurance (if any).

**Note:** No benefits will be provided for:

- Personal items, such as TV, radio, guest trays, etc.
- Other Health Care Facility admissions in excess of the maximum covered days per Year.

### **Hospice Care Services**

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 a 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.

The services and supplies listed below are Covered Services when provided by a Hospice for the palliative care of pain and other symptoms that are part of a Terminal Illness. For the purposes of this benefit palliative care means care that controls pain and relieves symptoms, but is not meant to cure a Terminal Illness. Covered Services include:

- Care from an interdisciplinary team with the development and maintenance of an appropriate plan of care.
- Short-term Inpatient Hospital care when needed in periods of crisis or as respite care.
- Coverage includes short-term inpatient care, including both respite care and procedures necessary for pain control and acute chronic symptom management. For the purposes of this benefit respite care means non-acute inpatient care for the Insured Person in order to provide the Insured Person's primary caregiver a temporary break from caregiving responsibilities.
- Skilled Nursing services, home health aide services, and homemaker services given by or under the supervision of a registered nurse. Social services and counseling services from a licensed social worker. Nutritional support such as intravenous feeding and feeding tubes. Physical therapy, occupational therapy, speech therapy, and respiratory therapy given by a licensed therapist.
- Pharmaceuticals, medical equipment, and supplies needed for pain management and the palliative care of the Insured Person's condition, including oxygen and related respiratory therapy supplies.
- Bereavement (grief) services, including a review of the needs of the bereaved family and the development of a care plan to meet those needs, both before and after the Insured Person's death. Bereavement services are available to surviving members of the immediate family for one year after the Insured Person's death. For the purposes of this benefit immediate family means all Family Members covered by this Policy.

### **Professional and Other Services**

This Policy provides benefits for Covered Expenses incurred for:

- Services of a Physician;
- Virtual Care Services;
- Services provided in a Retail Health Clinic (walk-in) for routine care and common Illnesses;
- 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);
- Blood transfusions, including blood processing and the cost of unreplaced blood and blood products;
- Services for reversal of a non-voluntary sterilization resulting from an Illness or Injury;
- 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;
- Allergy shots, allergy serum, and biological products for allergy immunization;
- Infused immunization agents and biological sera;
- Blood, blood plasma and other blood products or fractions.

### **Vision Correction after Surgery or Accident**

This Policy provides benefits for Covered Expenses incurred for prescribed contact lenses or eyeglasses when required as a result of eye Injury or surgery. Replacement of the contact lenses or eyeglasses, and related exam, will be covered only when the prescription change required is related to the Injury or surgery. Contact lenses or eyeglasses, including materials, fitting, and exam, are covered under this benefit if:

- Prescribed to replace the human lens lost due to surgery or Injury;
- “Pinhole” glasses are prescribed after surgery for a detached retina; or
- Lenses are prescribed instead of surgery due to:
  - Contact lenses used for treatment of infantile glaucoma;
  - Corneal or scleral lenses prescribed in connection with keratoconus;
  - Scleral lenses prescribed to retain moisture when normal tearing is not possible or is inadequate; or
  - Corneal or scleral lenses are required to reduce a corneal irregularity other than astigmatism.

### **Surgery**

This Policy provides benefits for surgical services on an Inpatient and outpatient basis, including office surgeries. Covered Services include:

- Accepted operative and cutting procedures;
- Surgeries and procedures to correct congenital abnormalities that cause functional impairment and congenital abnormalities in newborn children;
- Other invasive procedures, such as angiogram, arteriogram, amniocentesis, tap or puncture of brain or spine;
- Endoscopic exams, such as arthroscopy, bronchoscopy, colonoscopy, laparoscopy;
- Treatment of fractures and dislocations;
- Anesthesia and surgical support when Medically Necessary;
- Hypodermic needles, syringes, surgical dressings, Splints;
- Medically Necessary pre-operative and post-operative care.

## **Reconstructive Surgery**

This Policy provides benefits for Reconstructive Surgery to correct significant deformities caused by congenital or developmental abnormalities, illness, injury or an earlier treatment or previous therapeutic process in order to create a more normal appearance. Covered Services include surgery performed to restore symmetry after a mastectomy. Reconstructive services needed as a result of an earlier treatment are covered only if the first treatment would have been a Covered Service under this Policy.

**Note:** This section does not apply to orthognathic surgery. See the “Oral Surgery” section for that benefit.

### **Mastectomy Notice**

An Insured Person having Reconstructive services for a mastectomy or for follow-up care for a mastectomy and chooses breast reconstruction will also be covered for:

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to give a symmetrical appearance; and
- Prostheses and treatment of physical problems of all stages of mastectomy, including lymphedemas.

Services will be covered as any other medical service under this Policy.

## **Diagnostic Services**

This Policy provides benefits for tests or procedures to find or check a condition when specific symptoms exist, as well as benefits for interpretation of diagnostic tests such as imaging, lab, pathology reports, and cardiology. Tests must be ordered by a Physician. This benefit also includes diagnostic services ordered before a surgery or Hospital admission. Benefits include the following services:

### Diagnostic Imaging Services and Electronic Diagnostic Tests

- X-rays / regular imaging services
- Radiology (including mammograms), ultrasound or nuclear medicine
- Electrocardiograms (EKG)
- Electroencephalography (EEG)
- Echocardiograms
- Hearing and vision tests for a medical condition or Injury (not for screenings or preventive care)
- Tests ordered before a surgery or admission.

### Advanced Imaging Services

Benefits are also available for advanced imaging services, which include but are not limited to:

- CT scan
- CTA scan
- Magnetic Resonance Imaging (MRI)
- Magnetic Resonance Angiography (MRA)
- Magnetic Resonance spectroscopy (MRS)
- Nuclear Cardiology
- PET scans

- PET/CT Fusion scans
- QCT Bone Densitometry
- Diagnostic CT Colonography
- Single photon emission computed tomography (SPECT) scans

The list of advanced imaging services may change as medical technologies change.

Note: Services may require Prior Authorization.

### **Radiation Therapy**

This Policy provides benefits for the treatment of an illness by x-ray, radium, or radioactive isotopes. Covered Services include treatment (teletherapy, brachytherapy and intraoperative radiation, photon or high energy particle sources), materials and supplies needed, administration, and treatment planning. Proton radiation therapy shall not be held to a higher standard of clinical evidence than other types of radiation therapy for cancer treatment.

### **Respiratory Therapy**

This Policy provides benefits for the use of dry or moist gases in the lungs, nonpressurized inhalation treatment; intermittent positive pressure breathing treatment, air or oxygen, with or without nebulized medication, continuous positive pressure ventilation (CPAP); continuous negative pressure ventilation (CNP); chest percussion; therapeutic use of medical gases or drugs in the form of aerosols, and equipment such as resuscitators, oxygen tents, and incentive spirometers; broncho pulmonary drainage and breathing exercises.

### **Infusion Therapy**

This Policy provides benefits for nursing, Durable Medical Equipment and drug services that are delivered and administered to you through an I.V. in your home, Physician Office Visit or in an outpatient facility. Services also include total parenteral nutrition (TPN), enteral nutrition therapy, antibiotic therapy, pain care and chemotherapy as treatment of an illness by chemical or biological antineoplastic agents. Services may include injections (intra-muscular, subcutaneous, continuous subcutaneous). See the section "Prescription Drugs and Specialty Medication Covered as Medical" for more details.

### **Dialysis**

This Policy provides benefits for acute renal failure and chronic (end-stage) renal disease, including hemodialysis, home intermittent peritoneal dialysis (IPD), home continuous cycling peritoneal dialysis (CCPD), and home continuous ambulatory peritoneal dialysis (CAPD). Covered Services include dialysis treatments in an outpatient dialysis facility or doctor's office. Covered Services also include home dialysis and training for you and the person who will help you with home self-dialysis.

## **Durable Medical Equipment**

This Policy provides benefits for Durable Medical Equipment and medical devices when the equipment meets the following criteria:

- Is meant for repeated use and is not disposable.
- Is used for a medical purpose and is of no further use when medical need ends.
- Is meant for use outside a medical facility.
- Is only for the use of the patient.
- Is made to serve a medical use.
- Is ordered by a Physician.

Benefits include purchase-only equipment and devices (e.g., crutches and customized equipment), purchase or rent-to-purchase equipment and devices (e.g., nebulizers, respirators, dialysis machines, Hospital beds, traction equipment, walkers and wheelchairs), and continuous rental equipment and devices (e.g., oxygen concentrator, ventilator, and negative pressure wound therapy devices). Continuous rental equipment must be approved by Cigna. Cigna may limit the amount of coverage for ongoing rental of equipment. Cigna may not cover more in rental costs than the cost of simply purchasing the equipment.

Benefits include maintenance, repair and replacement costs as well as supplies and equipment needed for the use of the equipment or device, for example, a battery for a powered wheelchair.

Oxygen and equipment for its administration are also Covered Services. Benefits are also available for cochlear implants.

Note: Medical equipment and supplies must meet all of the above guidelines 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 lowest-cost alternative.

Cigna determines whether the item meets these conditions and whether the equipment falls under a rental or purchase category. Insured Persons can appeal Cigna's determination. Please see the section of the Policy titled "When You Have a Complaint or an Appeal."

## **Medical and Surgical Supplies**

This 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 such as adhesive bandages, thermometers, and petroleum jelly, creams or lotions.

## **Prosthetic Appliances and Devices**

This Policy also includes benefits for prosthetics and components when they are Medically Necessary for activities of daily living. A prosthetic device is an artificial substitute to replace, in whole or in part, a limb or body part, such as an arm, leg, foot or eye. Coverage is also included for the repair, fitting, adjustments and replacement of a prosthetic device. In addition, components for artificial limbs are covered. Components are the materials and equipment needed to ensure the comfort and functioning of the prosthetic device.

Covered Services may include, but are not limited to:

- Artificial limbs and components (the materials and equipment needed to ensure the comfort and functioning of the prosthetic device).
- Breast prosthesis (whether internal or external) after a mastectomy, as required by the Women's Health and Cancer Rights Act.
- Colostomy and other ostomy (surgical construction of an artificial opening) supplies directly related to ostomy care.
- Restoration prosthesis (composite facial prosthesis).
- Wigs needed after cancer treatment.

The following are specifically **excluded** external prosthetic appliances and devices:

- external and internal power enhancements or power controls for prosthetic limbs and terminal devices; and
- myoelectric prostheses peripheral nerve stimulators.

### **Orthotics**

This Policy provides benefits for certain types of orthotics (Braces, boots, Splints). Covered Services include the initial purchase, fitting, adjustments and repair of a custom made rigid or semi-rigid supportive device used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body, or which limits or stops motion of a weak or diseased body part.

### **Ambulance Services**

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

- Base charge, mileage and non-reusable supplies of a licensed ambulance company for ground, air by fixed wing or rotary wing, or water service for transportation to and from a Hospital or Skilled Nursing Facility.
- Monitoring, electrocardiograms (EKGs 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 for emergency situations to the nearest facility capable of handling the emergency or Medically Necessary transfers from one medical facility to another only.

When We are presented with an assignment of benefits from a Provider of ambulance services We will provide reimbursement of benefits directly to the Provider of services.

### **Habilitative and Rehabilitative Services**

This Policy provides benefits for the therapy services described below. These Covered Services are defined in the Definitions section of this Policy under "Rehabilitation Services" and "Habilitative Services." Habilitative Services are health care services provided by a licensed therapist that help you keep, learn or improve skills and functioning for daily living. An example includes therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology, medical devices, and other services for people with disabilities in a variety of inpatient and/or outpatient

settings. In order for rehabilitative services to be covered, goals must be set that are attainable within a reasonable period of time. Benefits will end when progress toward the goal ends. Covered Services include:

**Physical therapy** – Is the treatment by physical means to ease pain, restore health, and to avoid disability after an illness, injury, or loss of an arm or a leg. It includes hydrotherapy, heat, physical agents, bio-mechanical and neuro-physiological principles and devices, and includes treatment of lymphedema.

**Speech therapy and speech-language pathology (SLP) services** – Services to identify, assess, and treat speech, language, and swallowing disorders in children and adults. Therapy will develop or treat communication or swallowing skills to correct a speech impairment.

**Occupational therapy** – Treatment to restore a physically disabled person's ability to do activities of daily living, such as walking, eating, drinking, dressing, using the toilet, moving from a wheelchair to a bed, and bathing. It also includes therapy for tasks needed for the person's job. Occupational therapy does not include recreational or vocational therapies, such as hobbies, arts and crafts.

**Chiropractic / Osteopathic / Manipulation therapy** – Is therapy which includes therapy to treat problems of the bones, joints, and the back. The two therapies are similar, but chiropractic therapy focuses on the joints of the spine and the nervous system, while osteopathic therapy also focuses on the joints and surrounding muscles, tendons and ligaments.

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

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.

The Phase II program must be Physician directed with active treatment and includes a medical evaluation, training, supervised exercise, EKG monitoring and psychosocial support. Services will not be provided for home programs (other than home health care services), on-going conditioning, and maintenance care.

**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.

### **Mental Health (including Eating Disorders) and Substance Use Disorder Services**

This Policy provides benefits for the following services when provided by a psychiatrist, psychologist, neuropsychologist, licensed clinical social worker (L.C.S.W.), clinical nurse specialist, licensed marriage and family therapist (L.M.F.T.), licensed professional counselor (L.P.C) or any agency licensed by the state to give these services that must be covered by law. Financial requirements or treatment limits that do not apply to medical or surgical benefits with the same classification (i.e., inpatient services, outpatient services, Emergency Services, Physician services, or other plan services) under this Policy will not apply to Mental Health and Substance Use Disorder services.

**Inpatient Services** Coverage includes individual psychotherapy, group psychotherapy, psychological testing, and counseling with Family Members to assist with the patient's diagnosis and treatment, and convulsive therapy, detoxification, and rehabilitation treatment; Hospital and inpatient professional charges in any Hospital or facility required by state law.

**Outpatient Services** Coverage includes diagnosis and treatment of psychiatric conditions, individual and group psychotherapy, psychological testing, office visits, outpatient facility and Physician charges, and medication management checks.

**Partial Hospitalization or Partial Day Services** includes services provided by a licensed or approved day or evening treatment program that includes the major diagnostic, medical, psychiatric and psychosocial rehabilitation treatment modalities designed for patients with mental, emotional, or nervous disorders, and alcohol or other drug dependence who require coordinated, intensive, comprehensive and multi-disciplinary treatment. Such a program shall provide treatment over a period of six or more continuous hours per day to individuals or groups of individuals who are not admitted as inpatients. Such term shall also include intensive outpatient programs for the treatment of alcohol or other drug dependence which provide treatment over a period of three or more continuous hours per day to individuals or groups of individuals who are not admitted as inpatients.

**Residential Treatment** for Mental Health (including eating disorders), Substance Use Disorders and the like that are provided in a Hospital or Residential Treatment Center licensed to provide a continuous, structured program of treatment and rehabilitation, including 24 hour-a-day nursing care. Individualized and intensive treatment includes observation and assessment by a psychiatrist at least weekly and rehabilitation, therapy, education, and recreational or social activities.

### **Pregnancy and Maternity Care**

Your Policy provides pregnancy, pregnancy testing, and post-delivery care benefits for the mother, professional and facility services for childbirth including use of the delivery room, anesthesia, and care for normal deliveries, in a facility or the home including the services of an appropriately licensed nurse midwife for You and Your Family Member(s).

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. 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.

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 Prior Authorization for prescribing a length of stay that does not exceed the above periods. However, We may provide benefits for a shorter stay if the attending Provider (e.g., the Physician, nurse midwife), after consultation with the mother, discharges the mother or newborn earlier.

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."

Charges for breastfeeding supplies including one breast pump per pregnancy, support and counseling are covered without Copayments/Coinsurance, or Deductibles for the duration of breastfeeding. Such services will be consistent with protocols and guidelines developed by attending Providers or by national pediatric, obstetric and nursing professional organizations for these services and shall be provided by qualified health care personnel trained in postpartum maternal and newborn pediatric care.

Postnatal services for the baby include hemoglobinopathies screening; gonococcal prophylactic medication; hypothyroidism screening, PKU screening and Rh incompatibility testing; and fetal screenings, which are genetic or chromosomal tests of the fetus.

Benefits are also provided for a newborn home visit or visits which shall be in accordance with the medical criteria, outlined in the most current version of or an official update to the "Guidelines for Perinatal Care" prepared by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists or the "Standards for Obstetric-Gynecologic Services" prepared by the American College of Obstetricians and Gynecologists. Such coverage shall be provided incorporating any changes in such Guidelines or Standards within six months of the publication of such Guidelines or Standards or any official amendment thereto.

We will provide reimbursement for the maternity global fee, one-time billing by a health care professional or a group of healthcare professionals providing all components of the antepartum, delivery, and postpartum care. The postpartum time period is considered six weeks after vaginal delivery and eight weeks after cesarean delivery. Complications of pregnancy are not considered routine obstetric care and are not included in the global fee. You will be responsible for paying the Cost Share shown in the Maternity (Pregnancy and Delivery) section of the benefit schedule.

Benefits are also provided for the services of a therapeutic abortion, when it is recommended by a Physician for the following conditions: (i) when the life of the mother is endangered by a physical disorder, physical illness, or physical injury, including a life-endangering physical condition caused by or arising from the pregnancy itself, or (ii) when the pregnancy is the result of an alleged act of rape or incest.

### **Treatment of Infertility**

This Policy provides benefits for Covered Expenses including services to diagnose and treat conditions resulting in infertility. Please note: treatment for Infertility, such as in vitro fertilization and other types of artificial or surgical means of conception and associated procedures and the related medications are not covered.

### **Hysterectomy Hospital Stay**

This Policy provides benefits for laparoscopy-assisted vaginal hysterectomy and vaginal hysterectomy. Coverage includes benefits for a minimum stay in the Hospital of not less than 23 hours for a laparoscopy-assisted vaginal hysterectomy and 48 hours for a vaginal hysterectomy, as outlined in Milliman and Robertson's nationally recognized guidelines. A shorter stay is acceptable provided the attending Physician, in consultation with the Insured Person, determines that a shorter Hospital stay is appropriate.

### **Preventive Care Services**

This Policy provides benefits for routine preventive care services at no Cost Share. Payment will be provided for Covered Expenses for preventive care services including the following:

- Routine physical exams, including: guidance and counseling regarding Substance Use Disorder, alcohol misuse, tobacco use, obesity, exercise and healthy diet/nutritional counseling;
- Two Smoking Cessation Attempts (maximum of 4 counseling sessions per attempt); Prescription Drugs for smoking cessation treatment are covered under the Prescription Drug benefit;
- Annual mammogram, Pap test, PSA test and digital exam;

- 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;
- Flu Shots (including administration);
- For infants, children, and adolescents, evidence-informed preventive care assessments, screenings, coverage for supplements of fluoride, and chemoprevention provided for in the comprehensive guidelines supported by the Health Resources and Services Administration including:
  - medical history;
  - BMI measurements;
  - oral health risk;
  - screenings for autism (18 and 24 months);
  - development;
  - blood pressure;
  - assessments for alcohol and drug use;
  - behavioral screenings;
  - screening for depression;
  - cervical dysplasia;
  - dyslipidemia;
  - hematocrit or hemoglobin;
  - hepatitis, hepatitis B, HIV and lead screenings;
  - obesity screening and counseling;
  - screening and counseling for sexually transmitted infection (STI);
  - tuberculin screening;
  - vision screening.
- Postnatal care for Newborns will include:
  - hearing screenings and all audiological examinations using any technology approved by the United States Food and Drug Administration, and as recommended by the national Joint Committee on Infant Hearing in its most current position statement addressing early hearing detection and intervention programs. This includes follow-up audiological exams recommended by a Physician or audiologist and performed by a licensed audiologist to confirm the existence or absence of hearing loss;
  - behavioral assessments and measurements;
  - screenings for blood pressure, hemoglobinopathies, hypothyroidism, and PKU, and gonococcal prophylactic medication;
  - vision screening; and
  - dental services and dental appliances furnished to a newborn when required to treat medically diagnosed cleft lip, cleft palate, or ectodermal dysplasia.

Detailed information is available at: [www.healthcare.gov/coverage/preventive-care-benefits](http://www.healthcare.gov/coverage/preventive-care-benefits).

**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.

## **Women's Preventive Care**

This Policy provides benefits for routine preventive care services at no Cost Share. Payment will be provided for Covered Expenses for the following preventive health care services:

- Obstetrical and gynecological services that are provided by qualified Providers for care of or related to the female reproductive system and breasts, and for annual screening, counseling and immunizations for disorders and diseases in accordance with the most current recommendations of the American College of Obstetricians and Gynecologists. Gynecological services include coverage for cervical cancer screening and surveillance tests for ovarian cancer.
- Cervical cancer screening includes examinations and laboratory tests for the early detection of cervical cancer. Examinations and laboratory tests means conventional Pap smear screening, liquid-based cytology, and human papilloma virus (HPV) detection methods for women with equivocal findings on cervical cytologic analysis have been approved by the United States Food and Drug administration. Surveillance tests are for women at risk for ovarian cancer. "At risk for ovarian cancer" means either:
  - having a family history with at least one first-degree relative with ovarian cancer; and a second relative, either first-degree or second-degree, with breast, ovarian, or nonpolyposis colorectal cancer; or
  - testing positive for a hereditary ovarian cancer syndrome.

For the purposes of this benefit "Surveillance tests" mean annual screening using transvaginal ultrasound and rectovaginal pelvic examination.

- Charges for mammograms, including: (a) a baseline mammogram (b) a mammogram every other year (c) or a mammogram every year if Medically Necessary and (d) the Physician's interpretation of the laboratory results. Mammograms may be done more frequently if recommended by a Physician because the woman has a personal history of breast cancer or biopsy-proven benign breast disease; a female Family Member has had breast cancer or the woman has not given birth before the age of 30.
- For women, such additional preventive care and screenings including:
  - contraceptive drugs and devices including injectables, patches, rings and devices such as diaphragms, IUDs and implants;
  - voluntary sterilization treatments, or reversal of sterilization that is the result of an Illness or Injury, as provided for in comprehensive guidelines supported by the Health Resources and Services Administration;
  - breast cancer risk assessment and genetic testing (BRCA);
  - counseling for breast cancer genetic testing (BRCA), breast cancer chemoprevention, domestic and interpersonal violence and STIs;
  - screening for domestic and interpersonal violence;
  - HPV, sexually transmitted infections (STIs) and HIV screening;
  - osteoporosis screening;
  - urinary incontinence screening annually to assess whether the woman experiences urinary incontinence and whether it impacts her activities and quality of life. Women should be referred for further evaluation and treatment if indicated.

- Prenatal fetal screenings for pregnant women for genetic and/or chromosomal status of the fetus. Also includes anatomical, biochemical, or biophysical tests to define the likelihood of genetic and/or chromosomal anomalies. Covers screening for anemia, gestational diabetes, Hepatitis B, Rh Incompatibility, and urinary and other infections. Also covers folic acid supplements and expanded tobacco intervention and counseling.
- Postnatal diabetes mellitus screening for women with a history of gestational diabetes mellitus who are not currently pregnant and who have not previously been diagnosed with type 2 diabetes. Initial testing should occur within the first year postpartum and can be conducted as early as 4-6 weeks postpartum. Women with a negative initial postpartum screening test result should be rescreened at least every three years for a minimum of ten years after pregnancy. For women with a positive postpartum screening test result, testing to confirm the diagnosis of diabetes is indicated regardless of the initial test (e.g. oral glucose tolerance test, fasting plasma glucose, or hemoglobin A1c). Repeat testing is indicated in women who were screened with hemoglobin A1c in the first six months postpartum regardless of the result.

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

### **Adult Preventive Care**

This Policy provides benefits for routine preventive care services at no Cost Share. Payment will be provided for Covered Expenses for the following preventive health care services and screenings:

- Prostate Specific Antigen (PSA) tests or equivalent tests including digital exam for the presence of prostate cancer, and the Office Visit and physical examination associated with this test when ordered by the Insured Person's Physician or nurse practitioner. For the purpose of this section, "PSA testing" means the analysis of a blood sample to determine the level of prostate specific antigen.
- Charges for colorectal cancer screening, specifically screening with an annual fecal occult blood test, flexible sigmoidoscopy or colonoscopy, or in appropriate circumstances radiologic imaging, shall be provided in accordance with the most recently published recommendations established by the American College of Gastroenterology, in consultation with the American Cancer Society, for the ages, family histories, and frequencies referenced in such recommendations.
- Preventive services are also covered for the following:
  - screening for abdominal aortic aneurysm;
  - unhealthy alcohol use screening and counseling;
  - screening for high blood pressure;
  - screening for type 2 diabetes;
  - screening for cholesterol;
  - depression screening and counseling;
  - screening for hepatitis B and C virus infection;
  - obesity screening and counseling;
  - nutrition screening and counseling;
  - lung cancer screening and counseling;
  - HIV screening;

- syphilis and other sexually transmitted infection prevention screening and counseling;
- tobacco use screening and counseling, smoking and tobacco cessation products including nicotine patches and gum when obtained with a Prescription (see the “Prescription Drug Benefits” section of this Policy);
- aspirin use to prevent cardiovascular disease.

### **Genetic Testing**

This Policy provides benefits for Covered Expenses for charges made for genetic testing that uses a proven testing method for the identification of genetically-linked inheritable disease. Genetic testing is covered only if:

- an Insured Person has symptoms or signs of a genetically-linked inheritable disease;
- it has been determined that an Insured Person is at risk for carrier status as supported by existing peer-reviewed, evidence-based, scientific literature for the development of a genetically-linked inheritable disease when the results will impact clinical outcome; or
- the therapeutic purpose is to identify specific genetic mutation that has been demonstrated in the existing peer-reviewed, evidence-based, scientific literature to directly impact treatment options.

Genetic counseling is covered when covered genetic testing is under consideration or planned or if an Insured Person is at risk for an inherited disease or carrier state. Genetic counseling is limited to 3 visits per Calendar Year for both pre- and post-genetic testing.

### **Early Intervention Program Services**

This Policy provides coverage for Medically Necessary early intervention services; such as speech and language therapy, occupational therapy, physical therapy and assistive technology services and devices for dependents who are certified by the Department of Behavioral Health and Developmental Services as eligible for services under Part H of the Individuals with Disabilities Education Act (20 U.S.C. § 1471 et seq.). Medically necessary early intervention services for the population certified by the Department of Behavioral Health and Developmental Services shall mean those services designed to help an individual attain or retain the capability to function age-appropriately within his environment, and shall include services that enhance functional ability without effecting a cure. This benefit is not subject to any dollar limits. Physical, occupational and speech therapy provided as part of early intervention services are not subject to short term rehabilitation visit limits.

### **Circumcision**

Circumcision of a male Insured Person is covered the same as any other medical benefit.

### **Congenital Defects and Birth Abnormalities for Newborns**

This Policy provides benefits for Covered Expenses for the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities for newborns.

Benefits include but are not limited to inpatient and outpatient dental, oral surgical, and orthodontic services that are Medically Necessary for the treatment of medically diagnosed cleft lip, cleft palate or ectodermal dysplasia.

## **Autism Spectrum Disorders**

For purposes of Autism Spectrum Disorders, “medically necessary” shall mean: based upon evidence and reasonably expected to do any of the following: (i) prevent the onset of an illness, condition, injury, or disability; (ii) reduce or ameliorate the physical, mental, or developmental effects of an illness, condition, injury, or disability; or (iii) assist to achieve or maintain maximum functional capacity in performing daily activities, taking into account both the functional capacity of the individual and the functional capacities that are appropriate for individuals of the same age.

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 a Physician or 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.

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. When treatment is anticipated to require continued services, 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.
- Pharmacy care, meaning Prescription Drugs or Related Supplies prescribed by a licensed Physician and any health-related services deemed medically necessary to determine the need or effectiveness of the Prescription Drugs or Related Services.
- Behavioral health treatment, 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.

## **Diagnosis and Treatment of Lymphedema**

Charges for the diagnosis, evaluation and treatment of lymphedema and are paid on the same basis as any other medical condition. Coverage will include benefits for equipment, supplies, complex decongestive therapy, gradient compression garments, which require a prescription and are custom-fit for the Insured Person, self-management training and education, if the treatment is determined to be Medically Necessary and is provided by a licensed occupational or physical therapist or licensed nurse that has experience providing this treatment, or other licensed health care professional whose treatment of lymphedema is within the professional's scope of practice.

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

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 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, including travel and lodging as stated under the "Transplant Travel Services" section.

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, liver, lung, pancreas or intestinal, including 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.
- Organ, tissue and stem cell/bone marrow transplants and infusions. Also covers necessary acquisition procedures, mobilization, harvest and storage, and preparatory myeloablative therapy, reduced intensity preparatory chemotherapy, radiation therapy, or a combination of these therapies.

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

**NOTE: Most Participating Provider facilities are NOT contracted with Cigna to provide transplant services. If you elect to have transplant services at a Participating Facility that is not contracted with Cigna to provide transplant services, those services would not be covered. For more information on whether a Participating Facility is contracted with Cigna to provide transplant services, contact your Cigna case manager or call 1-800-287-0539.**

## Transplant Travel Services

Coverage is provided for transportation and lodging expenses incurred by you in connection with a pre-approved organ/tissue transplant that if reimbursed by Cigna would be characterized by the Internal Revenue Service as non-taxable income pursuant to Publication 502, and subject to the following conditions and limitations. Benefits for transportation and lodging are available to you only if you are the “recipient” of a pre-approved organ/tissue transplant from a designated Cigna LifeSOURCE Transplant Network® facility. The term “recipient” includes an Insured Person receiving authorized transplant-related services during any of the following: (a) evaluation, (b) candidacy, (c) transplant event, or (d) post-transplant care. Travel expenses for the Insured Person receiving the transplant will include charges for:

- transportation to and from the transplant site (including charges for a rental car used during a period of care at the transplant facility); and
- lodging while at, or traveling to and from the transplant site.

In addition to you being covered for the Covered Services associated with the items above, such Covered Services will also be considered covered travel expenses for one companion to accompany you, or two companions when the recipient is a minor. The term “companion” includes your spouse, a member of your family, your legal guardian, or any person not related to you, but actively involved as your caregiver who is at least eighteen (18) years of age.

Travel expenses that are NOT covered include, but are not limited to the following:

- travel costs incurred due to travel within less than sixty (60) miles of your home;
- food and meals;
- laundry bills;
- telephone bills;
- alcohol or tobacco products; and
- Charges for airline transportation that exceed coach class rates.

**Note:** Transplant travel benefits are not available for corneal transplants.

Transplant Travel Services are only available when the Insured Person is the donor of or the recipient of an organ/tissue transplant. Travel expenses for the designated live donor for a covered recipient are covered subject to the same conditions and limitations noted above. Charges for the expenses of a donor companion are not covered.

## 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.

## **Diabetes**

Covered Services for Diabetes are covered on the same basis as any other medical condition. This Policy provides benefits for Covered Expenses including in person outpatient Diabetic Self-Management Training and education, including medical nutritional therapy provided by a certified, licensed, or registered health care provider; Diabetic Equipment, including medical supplies and equipment, to include insulin pumps, home blood glucose monitors, lancets, blood glucose test strips, syringes and hypodermic needles; and Diabetic Pharmaceuticals & Supplies for the treatment of Type I Diabetes, Type 2 Diabetes, and Gestational Diabetes Mellitus, and routine diabetic foot care for the treatment of corns, calluses, and care of toenails.

## **Foreign Country Providers**

This Policy provides benefits for Covered Expenses for services and supplies received from Foreign Country Providers for Emergency Medical Conditions 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, 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.

## **Telemedicine Medical Services**

Telemedicine Medical Services are available from any Physician who is willing and qualified to deliver appropriate Covered Services through electronic technology or media. Note: this benefit does not include Dedicated Virtual Care Medical Physician Services, and this benefit does not include services provided solely by audio-only telephone, electronic mail message, facsimile transmission, or online questionnaire.

Telemedicine Medical Services, including interactive audio or video and Remote Patient Monitoring Services for the purpose of diagnosing or treating a patient or consulting with a Physician or Other Health Care Professionals regarding a patient's diagnosis or treatment, regardless of illness, condition, or disorder, are covered under this Policy as if the service were performed on a face-to-face basis.

## **Home Health Care Services**

This Policy includes benefits for Covered Expenses for home health care 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 care 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, diagnostic and social services, nutritional guidance, training, medical supplies and Durable Medical Equipment. The services of a home health aide are covered when rendered in direct support of skilled health care services provided by Other Health Care Professionals. Remote Patient Monitoring Services are included in the home health care services. A visit is defined as a period of 2 hours or less. Necessary consumable medical supplies and home infusion therapy administered or used by Providers in providing home health care services are covered. 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 care services 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 Rehabilitative Therapy Services (Physical, Occupational, Speech Therapy, or cardiac rehabilitation provided in the home will apply to the Home Health Care visit limit instead of the Rehabilitative or Habilitative Therapy Services limits).
- 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 Physician must be treating the Illness or Injury that necessitates home health care. **Home health care services are limited to any combined maximum number of visits each Year as shown in the benefit schedule. This home health care visit limit applies to any combination of Physical, Occupational, Speech Therapy, or cardiac rehabilitation received in the home instead of any individual therapy limits. This home health care limit does not apply to home infusion therapy or home dialysis.**

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.

Private duty nursing services and nutritional counseling are covered, if provided as part of a home health care treatment program.

### **Smoking Cessation**

This Policy provides benefits for Covered Expenses for Smoking Cessation Attempts, as defined in the Policy, up to the maximum as shown in the benefit schedule. Tobacco cessation products, including nicotine patches and gum when obtained with a Prescription, are covered under Preventive Care with no cost sharing.

### **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 not less than 48 hours following a radical or modified radical mastectomy and not less than 24 hours following a total mastectomy or a partial mastectomy with 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.

## **Dental Care**

This Policy provides benefits for dental care for an accidental Injury to natural teeth, subject to the following:

- Services must be received during the 12 months following the date of Injury;
- Dental appliances required to diagnose or treat an accidental Injury to the teeth, and the repair of dental appliances damaged as a result of accidental Injury to the jaw, mouth or face, are also covered.
- Damage to natural teeth due to chewing or biting is not considered an accidental Injury under this Policy.

## **Dental Coverage for Medical Treatments**

This Policy provides benefits for dental services to prepare the mouth for medical services and treatments such as radiation therapy to treat cancer and prepare for transplants.

Covered Services include:

- Evaluation
- Dental x-rays
- Extractions, including surgical extractions
- Anesthesia

## **Hospitalization and Anesthesia for Dental Procedures**

Benefits are payable for general anesthesia and hospitalization or facility charges of a facility licensed to provide outpatient surgical procedures for dental care by a licensed dentist in consultation with a Physician to require general anesthesia and admission to a Hospital or outpatient surgery facility to safely and effectively provide dental care for:

- an Insured Person;
- an Insured Person at any age who is severely disabled; or
- any Insured Person whose health is compromised and general anesthesia is Medically Necessary.

We may require Prior Authorization.

## **Treatment for Temporomandibular Joint Dysfunction (TMJ) and Craniomandibular Disorders**

This Policy provides benefits for Covered Expenses to treat temporomandibular and craniomandibular disorders. The temporomandibular joint connects the lower jaw to the temporal bone at the side of the head and the craniomandibular joint involves the head and neck muscles.

Covered Services include removable appliances for TMJ repositioning and related surgery, medical care, and diagnostic services. Covered Services do not include fixed or removable appliances that involve movement or repositioning of the teeth, repair of teeth (fillings), or prosthetics (crowns, bridges, dentures).

## **Procedures Involving Bones and Joints of the Head, Neck, Face or Jaw**

This Policy provides benefits for Covered Expenses for diagnostic and surgical treatment involving any bone or joint of the head, neck, face or jaw. If treatment is required because of a medical condition or Injury which prevents normal function of the joint or bone and is deemed Medically Necessary to attain functional capacity of the affected part.

### **Oral Surgery**

**Important Note:** Although this plan covers certain oral surgeries, many oral surgeries (e.g. removal of wisdom teeth) are not covered.

Benefits are limited to certain oral surgeries including:

- Treatment of medically diagnosed cleft lip, cleft palate, or ectodermal dysplasia.
- Maxillary or mandibular frenectomy when not related to a dental procedure.
- Alveolectomy when related to tooth extraction.
- Orthognathic surgery because of a medical condition or Injury or for a physical abnormality that prevents normal function of the joint or bone and is Medically Necessary to attain functional capacity of the affected part.
- Oral / surgical correction of accidental injuries as indicated in the “Dental Care” section.
- Surgical services on the hard or soft tissue in the mouth when the main purpose is not to treat or help the teeth and their supporting structures.
- Treatment of non-dental lesions, such as removal of tumors and biopsies.
- Incision and drainage of infection of soft tissue not including odontogenic cysts or abscesses.

### **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, unless replacement is required because of misuse or loss of the Prosthetic on the part of the Insured Person.

Coverage is provided for custom foot Orthoses and other Orthoses.

- Only the following non-foot Orthoses are covered, when Medically Necessary, as follows:
  - 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.

**Nutritional Formulas: Amino Acid-Based Elemental Formula or Organic Acid Metabolism, Metabolic Abnormality or Severe Protein or Soy Allergies**

This Policy provides benefits for Covered Expenses made for amino acid-based elemental formulas or organic acid metabolism, metabolic abnormality or severe protein or soy allergies, and the services associated with administration of the formulas when prescribed by the treating Physician as part of a Physician's visit, home care visit, or at an outpatient facility for treatment, that are used for the diagnosis and treatment of:

- immunoglobulin E and non-immunoglobulin E mediated allergies to multiple food proteins;
- severe food protein-induced enterocolitis syndrome;
- eosinophilic disorders, as evidenced by the results of a biopsy; and
- impaired absorption of nutrients caused by disorders affecting the absorptive surface, functional length, and motility of the gastrointestinal tract.

Amino acid based elemental formulas may be reviewed for Medical Necessity.

## **Sleep Testing and Treatment**

This Policy provides benefits for Covered Expenses for devices, supplies and diagnostic treatments made or ordered by a Physician for diagnostic sleep tests and for sleep treatments. This Policy includes coverage for devices and supplies, such as APAP, CPAP, BPAP and oral devices for sleep treatment. These services are subject to Medical Necessity.

## **Clinical Trials**

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 Person 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.

### **Hemophilia and Congenital Bleeding Disorder**

Benefits for Covered Expenses will be provided for services incurred in connection with the treatment of routine bleeding episodes associated with hemophilia and other congenital bleeding disorders. The benefits include coverage for the purchase of blood products, include, but are not limited to, Factor VII, Factor VIII, Factor IX, and cryoprecipitate, and blood infusion equipment required for home treatment of routine bleeding episodes associated with hemophilia and other congenital bleeding disorders when the home treatment program is under the supervision of the state-approved hemophilia treatment center.

### **Drugs Used in Treatment of Cancer**

Benefits for Covered Expenses will be provided for charges for a drug that has been prescribed for the treatment of a type of cancer for which it has not been approved by the Food and Drug Administration (FDA). Such drug must be covered, provided: (a) it is recognized for the treatment of the specific type of cancer for which the drug has been prescribed in one of the following reference compendia: the National Comprehensive Cancer Network's Drugs & Biologics Compendium, the Elsevier Gold Standard's Clinical Pharmacology, the United States Pharmacopeia Drug Information; the American Medical Association Drug Evaluations; the American Hospital Formulary Service Drug Information; or the drug is recommended by one review article in a U.S. peer-reviewed national professional journal; or (b) it has been otherwise approved by the FDA; and (c) its use for the specific type of cancer treatment prescribed has not been contraindicated by the FDA.

### **Orally Administered Anticancer Medications**

Benefits are payable for orally administered anticancer medications (that is, medications used to kill or slow the growth of cancerous cells) prescribed by a practitioner, on the same basis as benefits for injections or intravenously administered anticancer medications.

## **Off Label Drugs and Cancer Drugs**

Covered Expenses under this plan include charges for a drug, and the Medically Necessary services associated with the administration of the drug, that has been prescribed for the treatment of a type of cancer for which it has not been approved by the Food and Drug Administration (FDA). Such drug must be otherwise approved by the FDA and recognized, for the treatment of the specific type of cancer for which the drug has been prescribed in one of the following established reference compendia: The American Medical Association Drug Evaluations; the American Hospital Formulary Service Drug Information; The Elsevier Gold Standard's Clinical Pharmacology; The National Comprehensive Cancer Network Drugs & Biologics Compendium; The Thomson Micromedex DrugDex; the United States Pharmacopeia Drug Information; or any other authoritative compendia as recognized periodically by the United States Secretary of Health and Human Services. Quantities of any drug or medication used must be within the recommended maximum daily dose or duration established by the FDA or any of the standard reference compendia.

Covered Services also include any Prescription Drug approved by the FDA to treat cancer pain prescribed in excess of the recommended dosage for a patient with intractable cancer pain.

Two exceptions apply when a drug has received FDA approval but not for the particular indication or application in question:

- When use of the drug is recognized for treatment of the indication or application: in any of the reference compendia noted above; or
- Within substantially accepted peer-reviewed medical literature. Peer-reviewed medical literature means a scientific study published only after having been critically reviewed for scientific accuracy, validity, and reliability by unbiased independent experts.

Note: even if these two exceptions are met, this criterion will not be satisfied if the FDA has determined that use of the drug is not recommended for the treatment of the specific indication for which it is prescribed.

## **Payment to Virginia Department of Medical Assistance Services**

This plan will directly reimburse the Virginia Department of Medical Assistance Services for Covered Services to the extent that the Department has paid for such services, upon receipt of verification of payment for such services from the Department.

## **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:

1. **Services obtained from a Non-Participating/Out-of-Network Provider**, except for (a) Emergency Services; (b) non-Emergency Services provided to an Insured Person at a Participating facility if the non-Emergency Services involve Surgical or Ancillary Services provided by a Non-Participating Provider; (c) services for an Urgent Health Problem in an office, Urgent Care facility, or another outpatient facility and the related Physician and other related Provider Services; (d) Medically Necessary services that are not available from a Participating Provider.
2. Any **amounts in excess of maximum benefit limitations of Covered Expenses** stated in this Policy.
3. Services **not specifically listed as Covered Services** in this Policy in the sections titled “Comprehensive Benefits: What the Policy Pays For,” “Prescription Drug Benefits,” “Pediatric Vision Benefits,” and the benefit schedule.
4. Services or supplies that are **not Medically Necessary**, except for Preventive Care Services as provided in this Policy.
5. Services or supplies that are considered to be for **Experimental Procedures or Investigative Procedures or Unproven Procedures**, except as otherwise stated in this Policy under “Clinical Trials.”
6. Services **received before the Effective Date of coverage**.
7. Services **received after coverage under this Policy ends**.
8. 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.
9. 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**, except coverage for any medical condition pursuant to such exclusion if (i) an award of the Workers’ Compensation Commission denies compensation benefits relating to such medical condition and no request for review of such award is made pursuant to and within the time prescribed by applicable law; or (ii) an award of the Workers’ Compensation Commission, after review by the full Commission, denies compensation benefits relating to such medical condition. Following the entry of a workers’ compensation award pursuant to clause (i) or (ii) having the effect of prohibiting the application of any such exclusion, Cigna shall immediately provide coverage for such medical condition to the extent otherwise covered under the contract, subscription contract or health services plan. If, upon appeal to the Court of Appeals or the Supreme Court, such medical condition is held to be compensable under the Virginia Workers’ Compensation Act (Title 65.2), Cigna may recover from the applicable employer or workers’ compensation insurance carrier the costs of coverage for medical conditions found to be compensable under the Act.
10. 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; however, benefits may not be able to be provided or may be delayed in the event of a major disaster; (c) an Insured Person **participating in the military service of any country** (note: for information about an Insured Person who becomes an active duty member of the military, please see “Cancellation by You” under “Terms of the Policy” in the “General Provisions” section); (d) an Insured Person **participating in an insurrection, rebellion, or riot**.
11. Any **services provided by a local, state or federal government agency** (except Medicaid), except when payment under this Policy is expressly required by federal or state law.

12. Any services **required by state or federal law** to be supplied by a public school system or school district.
13. 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, except for services rendered on an emergency basis where a legal liability exists for charges made to the Insured Person for such services.
14. **If the Insured Person is eligible for Medicare** Part A, B, C 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.
15. **Court-ordered treatment or hospitalization**, unless such treatment is an involuntary hold or prescribed by a Physician and listed as covered in this Policy.
16. **Professional services** performed by a member of the covered person's immediate family and services for which no charge is normally made in the absence of insurance.
17. **Supplies received or purchased directly or on your behalf** from any of the following:
  - Yourself, or a company under your partial or complete ownership;
  - A person who is your spouse, Domestic Partner, child, stepchild, parent, brother or sister; 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.
18. **Custodial Care, including but not limited to rest cures; infant, child or adult day care, including geriatric day care.** This exclusion does not apply to Hospice Care Services, or Occupational Therapy to restore activities such as walking, eating, drinking, dressing, toileting, transferring from wheelchair to bed, bathing, and job related activities.
19. **Private duty nursing** in the inpatient setting, except when provided as part of the Hospice Services benefit in this Policy.
20. Inpatient room and board **charges in connection with a Hospital stay primarily for environmental change or physical therapy.**
21. Services received during **an inpatient stay when the stay is primarily related to** behavioral, social maladjustment, lack of discipline or other antisocial actions which are not specifically the result of a Mental Health Disorder.
22. **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 (this exclusion does not apply to the Cigna Connect + Acupuncture plan); acupressure; acupuncture point injection therapy; reflexology; rolfing; light therapy; aromatherapy; music or sound therapy; dance therapy; sleep therapy, except as stated in this Policy under "Sleep Testing and Treatment"; 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 "Habilitative and Rehabilitative Services" are not subject to this exclusion.
23. Any services or supplies **provided by or at a place for the aged, a nursing home, or any facility** where a significant portion of the activities of which include rest, recreation, leisure, or any other services that are not Covered Services.
24. **Assistance in activities of daily living**, including but not limited to: bathing, eating, dressing, or other Custodial Care; home care services that are not rendered under an approved arrangement with a home health care provider; self-care activities or homemaker services; and services primarily for rest, domiciliary or convalescent care.

25. **Services performed by unlicensed practitioners** or services which do not require licensure to perform; for example, meditation, breathing exercises, guided visualization.
26. 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.
27. **Services which are self-directed** to a free-standing or Hospital based diagnostic facility.
28. 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.

29. **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 under “Oral Surgery” and “Dental Care.”
30. **Orthodontic Services**, braces and other orthodontic appliances including orthodontic services for Temporomandibular Joint Dysfunction, except for services as stated in this Policy under “Congenital Defects and Birth Anomalies for Newborns.”
31. **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.
32. Any services covered under **both this medical plan and an accompanying exchange-certified pediatric dental plan** and reimbursed under the dental plan will not be reimbursed under this plan.
33. **Hearing aids** including but not limited to semi-implantable hearing devices, audient bone conductors and Bone Anchored Hearing Aids (BAHAs). For the purposes of this exclusion, a hearing aid is any device that amplifies sound. Does not apply to cochlear implants.
34. **Routine hearing tests** except as provided under Preventive Care.
35. **Genetic screening**, except as stated in this Policy under “Pregnancy and Maternity Care” and “Women’s Preventive Care,” 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.
36. **Gene Therapy** including, but not limited to, the cost of the Gene Therapy product, and any medical, surgical, professional and facility services directly related to the administration of the Gene Therapy product.
37. **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.
38. An **eye surgery solely for the purpose of correcting refractive defects** of the eye, such as near-sightedness (myopia), astigmatism and/or farsightedness (presbyopia).
39. **Cosmetic surgery, therapy** or other services for beautification, to improve or alter appearance or self-esteem. This exclusion shall not include Reconstructive Surgery when such service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part, and Reconstructive Surgery because of congenital disease or anomaly of a covered dependent child which has resulted in a functional defect.
40. **Aids or devices that assist with nonverbal communication**, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.

41. **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.
42. **Services and procedures for redundant skin surgery** including abdominoplasty/panniculectomy, removal of skin tags, craniosacral/cranial therapy, applied kinesiology, prolotherapy and extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions, macromastia or gynecomastia; and blepharoplasty **regardless of clinical indications**.
43. Any treatment, prescription drug, service or supply to treat **sexual dysfunction**, enhance sexual performance or increase sexual desire.
44. 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 reversals of elective sterilization and In vitro fertilization, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), except as specifically stated in this Policy.
45. **Cryopreservation** of sperm or eggs, or storage of sperm for artificial insemination (including donor fees).
46. 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.
47. Blood administration **for the purpose of general improvement in physical condition**
48. **Orthopedic shoes** (except when joined to Braces), shoe inserts, foot orthotic devices.
49. **External and internal power enhancements** or power controls for prosthetic limbs and terminal devices.
50. **Myoelectric prostheses** peripheral nerve stimulators.
51. **Electronic prosthetic limbs or appliances** unless Medically Necessary, when a less-costly alternative is not sufficient.
52. **Prefabricated foot Orthoses**.
53. **Cranial banding/cranial orthoses/other similar devices**, except when used postoperatively for synostotic plagiocephaly.
54. **Orthosis shoes**, shoe additions, procedures for foot orthopedic shoes, shoe modifications and transfers.
55. **Orthoses** primarily used for cosmetic rather than functional reasons.
56. **Non-foot Orthoses**, except **only** the following non-foot orthoses are covered when Medically Necessary:
  - Rigid and semi-rigid custom fabricated Orthoses;
  - Semi-rigid pre-fabricated and flexible Orthoses; and
  - Rigid pre-fabricated Orthoses, including preparation, fitting and basic additions, such as bars and joints.
57. 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. This exclusion does not apply to obesity counseling as a preventive service for infants, children, and adults.

58. **Routine physical exams or tests** that do not directly treat an actual illness, injury or condition. This includes reports, evaluations, or hospitalization not required for health reasons; physical exams required for or by an employer or for school, or sports physicals, or for insurance or government authority, and court ordered, forensic, or custodial evaluations, except as otherwise specifically stated in this Policy.
59. Therapy or treatment 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. This does not apply to Preventive Care Services, Rehabilitative or Habilitative Services as stated in this Policy.
60. **Educational services** except for the treatment of autism or otherwise stated in this Policy under "Diabetes," "Mastectomy Notice" regarding lymphedema under "Reconstructive Surgery," and "Inpatient Services" under "Mental Health and Substance Use Disorder Services," or as specifically provided or arranged by Cigna.
61. **Nutritional counseling** except when provided as part of home health care, treatment of an eating disorder, or "Diabetic Self-Management Training" or "Preventive Care Services" subsections; or food supplements except as described in the "Nutritional Formulas: Amino Acid-Based Elemental Formula or Organic Acid Metabolism, Metabolic Abnormality or Severe Protein or Soy Allergies" section of this Policy.
62. **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 under the "Prescription Drug Benefits" section.
63. All **Foreign Country Provider charges** are excluded under this Policy except as specifically stated under "Foreign Country Providers" in the section of this Policy titled "Comprehensive Benefits: What the Policy Pays For."
64. **Routine foot care** unless Medically Necessary. This exclusion applies to cutting or removing corns and calluses; trimming nails; cleaning and preventive foot care, including but not limited to:
- Cleaning and soaking the feet.
  - Applying skin creams to care for skin tone.
  - Other services that are given when there is not an illness, injury or symptom involving the foot.
- This exclusion does not apply to the treatment of corns, calluses, and care of toenails for patients with diabetes or vascular disease.
65. Charges for the **services of a standby Physician**.
66. Charges for **animal to human organ transplants**.
67. **Claims received by Cigna after 90 days** from the date service was rendered, except (a) in the event of a legal incapacity this time frame is extended to 15 months or (b) if the claim is received by Cigna later than 90 days but as soon as reasonably possible.

## **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 [www.cigna.com/ifp-drug-list](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), with respect to Prescription Drug benefits in this Policy, means the established Pharmacy retail cash price.

### **Cigna's Specialty Pharmacy**

Accredo, Cigna's specialty Pharmacy, is available to fill and ship Specialty Medications used to treat complex conditions. Accredo's team of specialty-trained pharmacists and nurses provide personalized care and support to manage your therapy.

When you use Cigna's specialty Pharmacy for your Specialty Medications, you receive personalized care and support such as: 24/7 access to pharmacists and nurses with experience and training in complex conditions, counseling, help managing side effects and one-on-one guidance from a clinician on how to administer your Specialty Medication. Some Specialty Medications may be eligible for copay assistance programs for which a dedicated team can assist you. The specialty Pharmacy also allows you several choices on how you want to connect with them – by text, phone and/or online resources.

The specialty Pharmacy makes it convenient for you to get your Specialty Medications by working with your Physician to obtain Prior Authorization, if required. They also schedule and ship your Specialty Medications quickly and with special handling, such as refrigeration. All necessary supplies are also included at no extra cost, such as syringes or a sharps container.

To make sure you don't miss any doses of your Specialty Medication they will send you refill reminders and real-time updates once your medication has shipped.

You or your Physician can call Accredo, Cigna's specialty Pharmacy, at 877-826-7657 to talk with a representative.

### **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 Accredo, Cigna's specialty Pharmacy, or through Cigna's home delivery Pharmacy, Express Scripts, in order for that drug to be covered. If you have questions about where your Physician purchased the drugs being administered to you, please consult your Provider.

### **Self-Administered Injectable Medication and Infusion and Injectable 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 [www.mycigna.com](http://www.mycigna.com) account, and
- view the Cigna Prescription Drug List at [www.cigna.com/ifp-drug-list](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 [www.cigna.com/ifp-drug-list](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.

#### **Split Fill Dispensing Program**

This program applies for the first 30 days when you start a new therapy on certain Limited Distribution Drugs and Specialty Prescription Drugs. The split fill dispensing program is designed to prevent wasted Prescription Drugs if your Prescription Drug or dose changes. The Prescription Drugs that are included under this program have been identified as requiring more frequent follow up to monitor response to treatment and reactions. You will initially get up to a 15-day supply of your Prescription Order for certain drugs filled at Accredo or Express Scripts, Our home delivery pharmacy instead of the full Prescription Order. You pay half the 30-day Cost Share for this initial 15-day supply, and would be responsible for the other half

of the 30-day Cost Share if an additional 15-day supply is provided. The therapeutic classes of Prescription Drugs that are included in this program are determined by Cigna and will be managed for continuation in this program as new clinical guidelines and dispensing experience dictates.

### **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. The Prescription Drug List is reviewed and revised at least once annually but may also change periodically during the Year for various reasons. 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 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. We will inform you not less than 30 days' prior written notice of a change to a Prescription Drug List that results in the movement of a Prescription Drug to a tier with higher cost-sharing requirements unless the change occurs at the time of coverage renewal.

### **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, 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 shall be reduced in order for Patient Assurance Program discounts earned by Cigna to be applied or credited to the Copayment or Coinsurance, if any, if the otherwise-applicable Copayment or Coinsurance exceeds the amount at which the Patient Assurance Program discount will reduce your out of pocket expenses for the Prescription Drug.

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 shall result in a credit toward your Copayment or Coinsurance, if any, which, as noted, shall be reduced from the amount set forth in the benefit schedule, for the insulin drugs if the otherwise-applicable Copayment or Coinsurance exceeds the amount at which the Patient Assurance Program discount will reduce your out-of-pocket expenses for the Prescription Drug. In addition, the covered insulin drugs eligible for Patient Assurance Program discounts shall 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 that 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.

## **Access to Participating Retail Pharmacies**

Access to Prescription Drug benefits from Participating Retail Pharmacies is required, unless: (i) the Drug is subject to restricted distribution by the USFDA; or (ii) Special handling, Provider coordination, or patient education is required for the drug and cannot be provided by a retail pharmacy.

## Choice of Pharmacy

This plan allows you to select, without limitation, the Pharmacy of your choice to fill your prescriptions. This right of selection means that you can obtain covered Prescription Drugs, including Specialty Medications and Prescription Drugs dispensed in extended day supplies, from any Pharmacy at the Copayment or Coinsurance otherwise applicable to Prescription Drugs dispensed by a Participating Pharmacy provided that the Non-Participating Pharmacy or its intermediary has notified Cigna or its pharmacy benefits manager, by facsimile or otherwise, of their agreement to accept reimbursement for their services at rates applicable to Participating Pharmacies, including any Copayment or Coinsurance consistent with the benefits of this plan, as payment in full. Cigna or its pharmacy benefits manager shall permit prompt electronic or telephonic transmittal of the reimbursement agreement by the Pharmacy and ensure prompt verification to the Non-Participating Pharmacy or its intermediary of the terms of reimbursement. In no event shall you be responsible for amounts that may be charged by the Non-Participating Pharmacy or its intermediary in excess of the Copayment or Coinsurance and Cigna's reimbursement applicable to all Participating Pharmacies when receiving a covered Prescription Drug from a Non-Participating Pharmacy or its intermediary, including a Pharmacy not contracted to fill extended day supplies through the network, that has submitted a reimbursement agreement to Cigna or its pharmacy benefits manager.

## 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.
- Special food products or supplements when prescribed by a Doctor if we agree they are Medically Necessary.
- Self-Administered Injectable Medications, and syringes for the self-administration of those Drugs, including 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 on a basis that is no less favorable than anti-cancer medications administered intravenously or by injection.
- Prescription drugs (or inpatient or IV therapy drugs) used in the treatment of cancer pain on the basis that the dosage exceeds the recommended dosage of the pain relieving agent, if prescribed in compliance with established statutes pertaining to patients with intractable cancer pain.
- Benefits will not be denied for any drug approved by the USFDA to treat (i) cancer because the drug has not been approved by the USFDA for that specific type of cancer for which the drug has been prescribed, or (ii) a covered indication if the drug has been approved by the USFDA for at least one indication, if the drug is recognized in standard reference compendia as safe and effective for treatment of that specific type of cancer, or that covered indication, respectively.
- 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. A prescription for a 12-month supply of hormonal contraceptives must be covered when dispensed or furnished at one time.

- 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 Participating 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 Prescription Medications may require Prior Authorization or precertification.

### **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 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;
- Any injectable drugs that require Physician supervision and are not typically considered self-administered drugs are covered under the medical benefits of this plan and require Prior Authorization. The following are examples of Physician supervised drugs: injectables used to treat hemophilia and RSV (respiratory syncytial virus), chemotherapy injectables and endocrine and metabolic agents.
- 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 “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 biomedical journals;
- Implantable contraceptive products inserted by the Physician are covered under the Policy’s medical benefits;
- Prescription and nonprescription 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;
- 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;
- 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.

## **Limitations**

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

- Up to a 30-day 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 benefit schedule); and
- 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 benefit schedule).

- Up to a 90-day supply at Express Scripts 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 benefit schedule).
- **Note:** Prescription Drugs approved by the Federal Drug Administration (FDA) for use in the treatment of cancer pain are covered, even if they exceed the recommended dosage or days' supply limits indicated above if the Prescription Drug is to treat an Insured Person who has intractable cancer pain.
- 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.

### **Supplemental Drug Discount program**

You are responsible for paying 100% of the cost for any Prescription Drugs or Related Supplies excluded by this plan. However, the Supplemental Drug Discount Program allows participating pharmacies to charge You and Your Family Member(s) the discounted cost of non-covered Prescription Drugs and Supplies. This means you will pay 100% of the discounted cost, rather than the full cost, of Prescription Drugs and Supplies the plan does not cover. Please Note: the out-of-pocket costs that You and Your Family Member(s) pay for any Prescription Drugs or Related Supplies the plan does not cover will not be applied to the Insured Person's Deductible or Out-of-Pocket Maximum.

### **Medication Synchronization**

Cigna will allow and apply a prorated daily Cost Share rate to Prescription Drugs that are dispensed by a Participating Pharmacy for a partial supply if the prescribing Physician or the pharmacist determines the fill or refill to be in the best interest of the Insured Person and he/she requests or agrees to a partial supply for the purpose of synchronizing his/her medications, provided that such a proration for any Prescription Drug does not occur more frequently than once a Year.

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

Prior Authorization from Cigna is required for certain Prescription Drugs and Related Supplies, meaning that your Physician must obtain Prior 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 Prior Authorization before the prescription or supply can be filled. To obtain Prior Authorization, your Physician must follow the Prescription Drug and Related Supply Prior 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, 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 Prior Authorization, your Physician must follow the Prescription Drug and Related Supply Prior 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 Prior Authorization and Exception Request Process as described below.

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

To obtain an exception, you or 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; or
- You have tried the Step Therapy-required Prescription Drug while under your current or previous health plan, and the Prescription Drug was discontinued due to a lack of efficacy or effectiveness, diminished effect, or an adverse event; or
- If You are currently receiving a positive therapeutic outcome on a Prescription Drug recommended by your Physician for the medical condition under consideration while you are on the current or the immediately preceding health plan; or
- If a Step Therapy required Prescription Drug is contraindicated.

When you or your Physician request a Prescription Drug, Related Supply or Step Therapy Exception the exception request will be reviewed and completed by Cigna no later than 72 hours after receipt.

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

An expedited review may be requested by you or 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. When you or your Physician request a Prescription Drug, Related Supply or Step Therapy Exception, the expedited review will be reviewed and completed by Cigna no later than 24 hours after receipt.

If after reasonable investigation and consultation with your Physician the medication is determined to be inappropriate therapy for your medical condition, your Physician will receive confirmation that the exception request is approved. The drug will be covered without additional cost-sharing beyond that of a drug on Cigna's Prescription Drug List. Once your Physician receives confirmation, the Prior 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 Prior Authorization will be granted until you no longer use the Prescription Drug or Related Supply for which the Prior 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 Drugs 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 Supply (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 or 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 at [www.mycigna.com](http://www.mycigna.com) for details, 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 66301  
St Louis MO 66301-6301  
1-800-835-3784

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

**To request the forms be mailed to you call the toll-free customer service number on the back of your ID card.**

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**

### **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.

**Benefits will apply until the end of the month in which the limiting age is reached.**

**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 Health Benefits as defined in this Policy.

**Pediatric Vision Services** means routine vision care examinations, preventive treatment and other services or treatment described in the “Pediatric Vision Benefits for Care Performed by an Ophthalmologist or Optometrist” 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.**

**Usual & Customary (U&C)**, with respect to Pediatric Vision benefits in this plan, means the amount a Physician or other Provider would charge a private, uninsured patient for services or materials rendered. For materials, this amount includes the manufacturer or wholesale cost plus the retail markup. Reimbursement for pediatric vision services based on the usual and customary charges applies only in cases of services provided by Non-Participating Providers due to a network inadequacy or on an emergency basis and not to charges for services provided by Participating Providers.

### **Covered Services**

Covered Services for Insured Persons through the end of the month in which the Insured Person reaches age 19 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 prescriptions 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:
  - Oversize lenses
  - All solid and gradient tints
  - Scratch-coating

- Ultra-Violet (UV) coating
- Minimum 20% savings\* on all additional lens enhancements you choose for your lenses, including but not limited to: anti-reflective coatings; 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 the bioptic telescope, which can aid the Insured Person 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**

- Services not provided by a Cigna vision in-network provider.
- 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, except coverage for any medical condition pursuant to such exclusion if (i) an award of the Workers' Compensation Commission denies compensation benefits relating to such medical condition and no request for review of such award is made pursuant to and within the time prescribed by applicable law; or (ii) an award of the Workers' Compensation Commission, after review by the full Commission, denies compensation benefits relating to such medical condition. Following the entry of a workers' compensation award pursuant to clause (i) or (ii) having the effect of prohibiting the application of any such exclusion, Cigna shall immediately provide coverage for such medical condition to the extent otherwise covered under the contract, subscription contract or health services plan. If, upon appeal to the Court of Appeals or the Supreme Court, such medical condition is held to be compensable under the Virginia Workers' Compensation Act (Title 65.2), Cigna may recover from the applicable employer or workers' compensation insurance carrier the costs of coverage for medical conditions found to be compensable under the Act.

- Charges in excess of the usual and customary charge for the service or material.
- Charges incurred after the Policy ends or your coverage under the Policy ends, except as stated in the Policy.
- Experimental or Investigational or Unproven non-conventional treatment or device.
- Magnification or low vision aids not otherwise listed in “Covered Services” within this section, above.
- Any non-prescription eyeglasses, lenses, or contact lenses.
- Spectacle lens treatments, “add-ons,” or lens coatings not otherwise listed in “Covered Services” within this section, above.
- Two pairs 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 received by Cigna after 90 days from the date service was rendered, except (a) in the event of a legal incapacity this time frame is extended to 15 months or (b) if the claim is received by Cigna later than 90 days but as soon as reasonably possible.

### **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 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 identification card.

## **General Provisions**

### **Plan Information**

Cigna provides Non-Quantitative Treatment Limitations (NQTL) disclosure documents upon request within 30 days as required. The disclosure document explains the utilization management techniques and the methodology used to ensure compliance with the Non-Quantitative Treatment Limitation (NQTL) requirements. The disclosures are also posted to Cigna's website at the following link: [www.cigna.com/sp/](http://www.cigna.com/sp/).

### **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.

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 Covered Expenses 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 Covered Expenses 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.

### **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 55 days of the request, the claim will be denied. If the requested information is subsequently received, the claim will be processed.

### **Medicare Eligibles**

If an Insured Person is enrolled in Medicare for reasons other than due to age, 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.

If an Insured Person is eligible for Medicare due to age, 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. Cigna will estimate the amount Medicare would have paid and reduce benefits by this amount for any Insured Person who is eligible to enroll in Medicare due to age but is not enrolled. 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 "member" 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 you receive. That is why We have established a process for addressing your concerns and solving your problems.

### **Start with Member Services**

We are here to listen and help. If you have a concern regarding a person, a service, the quality of care, contractual benefits, an initial eligibility denial 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**

To initiate an appeal, you must submit a request for an appeal in writing, within 180 days of receipt of a denial notice, to the following address:

Cigna  
National Appeals Organization (NAO)  
P.O. 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.

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 Physician or Dentist reviewer.

We will respond in writing or by electronic means to you or your representative and the Provider of record 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.

In the event any new or additional information (evidence) is considered, relied upon or generated by Cigna in connection with the appeal, We 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, We 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.

## **Expedited Appeals**

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 non-authorization of an admission or continuing inpatient Hospital stay.

If you request that your appeal be expedited based on (a) above, you may also ask for an expedited external Independent Review at the same time, if the time to complete an expedited Cigna appeal would be detrimental to your medical condition.

Cigna's Physician reviewer, or your treating Physician, will decide if the expedited appeal criteria apply. When an appeal is expedited, We will respond orally with a decision to you and your representative or Provider as soon as possible, not to exceed 72 hours, taking into account medical exigencies. We will respond orally to expedited appeals related to prescriptions for the alleviation of cancer pain within 24 hours of the receipt of all necessary information. We will follow up in writing within 24 hours of the oral response to an expedited appeal.

For any concurrent review of an urgent care request, coverage for the treatment shall be continued without additional liability to you until you are notified of the review decision.

## **Complaint/Appeals Assistance from the Commonwealth of Virginia**

If you have any questions regarding an appeal concerning the health care services you have been provided, which have not been satisfactorily addressed, you may contact the Office of the Managed Care Ombudsman for assistance. The Virginia Bureau of Insurance (BOI), Office of the Managed Care Ombudsman may be contacted as follows:

Office of the Managed Care Ombudsman  
Bureau of Insurance (BOI)  
P.O. Box 1157  
Richmond, VA 23218  
Toll-Free: 1-877-310-6560  
Richmond Metropolitan Area: 804-371-9032  
E-mail: [ombudsman@scc.virginia.gov](mailto:ombudsman@scc.virginia.gov)  
WebPage: Information regarding the Ombudsman  
may be found by accessing State Corporation  
Commission's Web Page at:  
[www.scc.virginia.gov](http://www.scc.virginia.gov)

If you have quality of care or quality of service concerns, you may contact the Office of Licensure and Certification at any time, at the following:

Office of Licensure and Certification (OLC)  
Virginia Department of Health  
9960 Mayland Drive, Suite 401  
Richmond, VA 23233  
Phone: 804-367-2104 – ask for MCHIP  
Fax Line: 804-527-4503

No Insured Person who exercises the right to file a complaint or an appeal shall be subject to disenrollment or otherwise penalized due to the filing of a complaint or appeal.

## External Review

If you are not fully satisfied with the decision of Cigna's appeal review regarding medical necessity, experimental/investigational, pre-existing condition, initial eligibility determination, rescission of health coverage, a determination of whether you are entitled to a reasonable alternative standard for a reward under a wellness program, or a determination of whether your Policy is complying with the non-quantitative treatment limitation provisions and parity in the application of medical management techniques consistent with the Mental Health Parity and Addiction Equity Act you or your authorized representative, 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 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 Policy.

You will be considered to have exhausted the internal appeal process if you have:

- completed Cigna's appeal process;
- filed an appeal requesting a review of an adverse determination, and, except to the extent that You agreed to a delay, have not received a written decision from Cigna within 15 days for pre-service claims and 30 days for post-service claims, following the date the appeal was filed with Cigna; or
- filed a request for an expedited internal appeal of an adverse determination with Cigna. You may file a request for an expedited external review of the adverse determination at the same time. Upon receipt of a request for an expedited external review of an adverse determination, the independent review organization (IRO) conducting the external review will determine whether you are required to complete Cigna's expedited appeal process before it conducts the expedited external review. The IRO must promptly notify you of this determination, and either proceed with the expedited external review or wait until completion of the internal expedited appeal process.
- A request for an external review of an adverse determination may be made before you have exhausted Cigna's internal appeal process if Cigna agrees to waive the exhaustion requirement. If the exhaustion requirement is waived, you may file a request in writing for a standard external review. Exception: if your treatment is related to cancer. If the treatment in question is related to cancer, you do not have to exhaust the internal appeal process before requesting a standard external review.
- The request for an external review must be submitted within 120 days of your receipt of a final adverse determination. Adverse determination in the context of external review means a determination has been made that an admission, availability of care, continued stay, or other health care service, based on the information provided, does not meet Cigna's requirements for Medical Necessity, appropriateness, level of care, health care setting, effectiveness, or is determined to be Experimental or Investigational.

## Standard External Appeal

Within 45 days after the date it receives a request for a standard external review, the IRO will provide written notice of its decision to uphold or reverse the adverse determination.

Upon receipt of a notice of a decision reversing the adverse determination or final adverse determination, Cigna shall promptly approve coverage of the recommended or requested health care service or treatment.

The IRO shall consider, to the extent available, the following documents and information in reaching its decision:

1. Your pertinent medical records;
2. The attending health care professional's recommendation;
3. Consulting reports from appropriate health care professionals and other documents submitted by Cigna or by you;
4. The terms of coverage under your health benefit plan;
5. the most appropriate guidelines, which shall be evidence-based standards, and may include any other practice guidelines developed by the federal government or national or professional medical societies, boards and associations;
6. any applicable clinical review criteria developed and used by Cigna in making adverse determinations; and
7. the opinion of the IRO's clinical reviewer or reviewers after considering the information and documents described in 1-6 above, to the extent the information and documents are available and the clinical reviewer or reviewers consider it appropriate.

In reaching a decision, the IRO is not bound by any decisions or conclusions reached during Cigna's review process or internal appeal process. Within forty-five (45) days after receiving a request for an external review the IRO will provide written notice of its decision to uphold or reverse the adverse determination or final adverse determination to you, to Cigna and to the Virginia Bureau of Insurance.

**Please note** that review and response requirements imposed on the IRO may be different than those shown above if the adverse determination is related to Experimental or Investigational Treatment. Should you wish to request an External Appeal for an adverse determination based in Experimental or Investigational Treatment, please contact Customer Service at the number on the back of your member ID card, or you can contact the Virginia Bureau of Insurance at the contact information shown above.

#### IRO Notice:

The IRO shall include in the notice:

1. A general description of the reason for the request for external review;
2. The date the external review was concluded;
3. The date of its decision;
4. The principal reason or reasons for its decision including what applicable, if any, evidence-based standards were a basis for its decision;
5. The rationale for its decision, and references to the evidence or documentation, including evidence-based standards, considered in reaching its decision.

#### Processing of a Reversal by an IRO:

Upon receipt of a decision reversing the adverse determination or final adverse determination, Cigna will promptly approve coverage.

#### Notice of Right to External Review:

1. Cigna must notify you in writing of an adverse determination or final adverse determination and your right to request an external review. The notice must include the following or substantially similar language:

"We have denied your request for the provision of or payment for health care services or course of treatment. You may have the right to have our decision reviewed by health care professionals who have no association with us if our decision involved making a judgment as to the medical necessity appropriateness, health care setting, level of care, or effectiveness of the health care service or treatment you requested by submitting a request for external review to the Commission."
2. Final adverse determinations must also include the following information concerning your right to request an external review:
  - a. You may request an expedited external review if:
    - i. You have a medical condition where the time frame for completion of a standard external review would seriously jeopardize the life or health of the covered person or would jeopardize your ability to regain maximum function.
    - ii. The final adverse determination involved 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.
    - iii. Your treating physician certifies in writing that a delay in the recommended or requested health care service or treatment would significantly decrease the effectiveness of the service or treatment.
  - b. You may file a request for a standard external review if the final adverse determination involves a denial of coverage based on a determination that the recommended or requested health care service or treatment is experimental or investigational.
3. Cigna must also include the standard and expedited external review procedures and any forms with the notice of the right to an external review.

#### **Expedited External Appeal: Timeframes and Processing**

You are entitled to request an expedited external review if you have cancer or a medical condition for which the time frame for completion of an expedited internal appeal would seriously jeopardize your life, health, or your ability to regain maximum function; and you have filed a request for an expedited internal appeal of the adverse determination.

An expedited external review must be completed within seventy two (72) hours.

You may have the right to request an expedited external review of an adverse determination for the following:

- a medical condition where the timeframe for completion of Cigna's expedited internal review would seriously jeopardize your life or health or ability to regain maximum function,
- coverage has been denied due to Cigna's finding that the requested health care service is experimental or investigational, and your treating Physician certifies in writing, and supports the certification with evidence that the recommended or requested health care service or treatment would be significantly less effective if not promptly initiated, or
- the patient's treating health care provider certifies that adherence to the time frame for the standard external review would seriously jeopardize the life or health of the covered person or would jeopardize the covered person's ability to regain maximum function.

Retrospective adverse determinations are not eligible for an expedited review. If your request is approved for an Expedited Appeal, the IRO assigned by the BOI will make a decision, as expeditiously as your medical condition or circumstances requires, but in no event more than 72 hours after the date of receipt, to uphold or reverse the adverse determination. You, Cigna and the BOI will be provided written notice within 48 hours after the date of providing the initial determination.

Upon receipt of a notice of a decision reversing the adverse determination or final adverse determination, Cigna shall promptly approve coverage of the recommended or requested health care service or treatment.

**Please note** that review and response requirements imposed on the IRO may be different than those shown above if the adverse determination is related to Experimental or Investigational Treatment. Should you wish to request an External Appeal for an adverse determination based in Experimental or Investigational Treatment, please contact Customer Service at the number on the back of your member ID card, or you can contact the Virginia Bureau of Insurance at the contact information shown above.

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

Every notice of an appeal decision will be provided in writing or electronically and, if an adverse determination, will include: (1) the professional qualifications and licensure of the person or persons reviewing the appeal; (2) a statement of the reviewers' understanding of the reason for your appeal; (3) (1) information sufficient to identify the claim; (2) the specific reason or reasons for the denial decision, including the reviewers' decision in clear terms and the medical rationale in sufficient detail for you to respond further to Cigna's position; (3) reference to the specific Policy provisions on which the decision is based; (4) 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; (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 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 (6) information about, and contact information for, the Managed Care Patient Assistance Program. 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 (a) was relied upon in making the benefit determination; (b) 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; (c) demonstrates compliance with the administrative processes and safeguards required by federal law in making the benefit determination; or (d) constitutes a statement of policy or guidance with respect to the Policy 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.

### **Terms of the Policy**

- **Entire Contract:**

This Policy, including the specification page, endorsements, 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.

- **Circumstances Beyond Our Control:**

To the extent that a natural disaster, war, riot, civil insurrection, epidemic, or any other emergency or similar event not within Our control results in our facilities, personnel, or financial resources being unavailable to provide or arrange for Covered Services, We will make a good faith effort to provide or arrange for the provision of the Covered Service taking into account the impact of the event.

- **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, there is a grace period of 31 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 of the grace period.

If You purchased Your Policy from a Marketplace and You have elected to receive advanced Premium tax credit, there is a grace period of 3 consecutive months during which the Premiums may be paid without loss of coverage. Coverage will continue during the grace period, however claims for services rendered after one month of the grace period will be either pended (medical) or denied (Prescription Drugs) until such time as Your Premium is paid. Upon payment of Your Premiums Your medical claims will be processed for coverage, You will have to submit member claim forms and receipts for Your Prescription Drug claims to be reimbursed. See the Pharmacy Section of this Policy for information regarding filing Prescription Drug claims. 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, subject to the grace period.

- **Cancellation by Cigna:**

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 subject to the 31 day grace period for plans not purchased from a Marketplace or a 3 consecutive month grace period for plans purchased from a Marketplace.
2. If You have committed any act or practice that constitutes fraud, or made an intentional misrepresentation of material fact under the terms of this Policy or coverage.
3. When We cease to offer policies of this type to all individuals in Your class. In this event, Virginia law requires that we do the following: (1) provide written notice to each Insured Person of the discontinuation at least 90 days prior to the date of the discontinuation of 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.
4. When We cease offering any plans in the individual market in Virginia, We will notify You of the impending termination of Your coverage at least 180 days prior to Your cancellation.
5. When the Policyholder no longer resides, lives, or works in the Service Area.
6. In the event of entry of a final judgment by a court declaring all or part of the Patient Protection and Affordable Care Act (P.L. 111-148) invalid, unconstitutional, or otherwise ineffective, and the state not providing alternative and sufficient means of funding advanced-premium tax credits, this Policy shall be subject to cancellation consistent with applicable federal and state law.

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

- **Cancellation by You:**

You may cancel Your Policy at any time by written notice delivered or mailed to Cigna. It will be effective upon receipt of notice or on such later date as You may specify in the notice. In the event of cancellation, Cigna will return promptly the unearned portion of any Premium paid. The earned Premium will be computed pro rata. Cancellation will be without prejudice to any claim originating prior to the Effective Date of cancellation.

If You become an active-duty member of the military, upon receipt of a written notice of military service We will cancel Your Policy and refund Premium on a pro rata basis. Note: in the event a dependent covered under Your Policy becomes an active-duty member of the military, cancellation of coverage will apply only to that dependent and not to the entire Policy.

Any cancellation shall be without prejudice for any claim for Covered Expenses 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 of intent to increase the annual Premium or any deductible 75 days prior to the renewal of coverage. This Individual Policy renews on January 1 of each Year.

- **Additional Programs:**

We may, from time to time, offer or arrange for various entities to offer discounts, benefits, or other consideration to Our members for the purpose of promoting the general health and well being of Our members. We may also arrange for the reimbursement of all or a portion of the cost of services provided by other parties to the Insured Persons. Contact Us for details regarding any such arrangements.

- **Reinstatement:**

If this Policy cancels because You did not pay Your Premium within the grace period, and if We, or an agent We have authorized to accept Premium, then accepts a late Premium payment from You without asking for an application for reinstatement, We will reinstate this Policy as of that date.

If an application is required and approved, the Policy will be reinstated as of the approval date. However, if We require an application for reinstatement and give You a conditional receipt for Your late Premium payment, We will only reinstate this Policy if either We approve Your reinstatement application, or lacking such approval, upon the forty-fifth day following the date on Our conditional receipt if We have not by that date notified You in writing of Our disapproval of Your application.

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 lapsed 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 \$50 fee for reinstatement.

- **Renewal:**

This Policy renews on a Calendar Year basis.

- **Fraud:**  
If the Insured Person has committed any act or practice that constitutes fraud, or made an intentional misrepresentation of material fact under the terms of this coverage, then any and all coverage under this Policy shall be void and of no legal force or effect. If We rescind Your coverage, we will provide You and Your Family Member(s) who would be affected with 30 days advance written or electronic notice.
- **Legal Actions:**  
You cannot file a lawsuit to recover on this Policy 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 the insured resides on that date 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.**  
ANY ACT, PRACTICE, OR OMISSION THAT CONSTITUTES FRAUDULENT USE OF SUCH BENEFITS WILL RESULT IN RESCISSION OF THIS POLICY.
- **The Effective Date of this Policy** is printed on the Cigna identification card and on the Policy specification page.
- **Identification Cards** are issued by Cigna to Insured Persons are for identification only. Possession of the card does not guarantee coverage. To be entitled to coverage, the Insured Person must be enrolled and eligible at the time of service.
- **The relationship between Cigna and Participating Providers** who are not employees of Cigna are independent contractor relationships. Such Participating Providers are not agents or employees of Cigna; and Cigna and its employees are not agents or employees of such Participating Providers. Cigna is not responsible for any claim for damages or injuries suffered by an Insured Person while receiving care from any Participating or Non-Participating Provider.
- **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 30028  
Tampa, FL 33630-3028**

- **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. You and Your Family Members have the right to appeal these determinations, see the section of this Policy entitled “When You Have a Complaint or an Appeal” which describes the appeals process.
- **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**, unless the Insured Person has paid the full amount of the allowed 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 unless the benefits are assigned to emergency medical services vehicle transportation services Providers, dentists, or oral surgeons consistent with Virginia Code Sections 38.2-3407.9 and 38.2-3407.13. When benefits are paid to You or Your Family Member(s), You or Your Family Member(s) 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 an Emergency Medical Condition**, 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 the termination, breach of, or inability to perform under any Provider contract of any Insured Person’s Primary Care Physician who was furnishing health care services to the Insured Person; or of any other Participating Provider’s termination or breach of, or inability to perform under, any Provider contract.
- **Continuation of Care after Termination of a Provider whose participation has terminated:**  
Cigna will provide benefits to You or Your 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.
  - Except where the Provider has been terminated for cause, ongoing treatment of an Insured Person who at the time of termination has been diagnosed with a Terminal Illness, provided that such treatment is directly related to the Terminal Illness. Treatment will, at the Insured Person’s option, continue for the remainder of the Insured Person’s life.
  - Except where the Provider has been terminated for cause, an Insured Person who has entered the second trimester of pregnancy at the time of the Provider’s termination of participation. Such treatment shall, at the Insured Person’s option, continue through the provision of postpartum care directly related to the delivery.

- **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 need 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).
- **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.
- **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.
- **In the event of entry of a final judgment by a court declaring all or part of the Patient Protection and Affordable Care Act (P.L. 111-148) invalid, unconstitutional, or otherwise ineffective and the state not providing alternative and sufficient means of funding advanced-premium tax credits, this Policy shall be governed by all federal and state law of continuing applicability, including laws governing the amendment or cancellation of such coverage.**
- **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**

Insurance effective at any one time on the Insured Person under a like Cigna policy or policies is limited to the one such policy elected by the Insured Person, his beneficiary or his estate, as the case may be, and Cigna will return all Premiums paid for all other such policies.

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

**Notice of Claim:** Written notice of claim must be given within 20 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Cigna at P.O. Box 188061 Chattanooga, TN 37422-8061. Notice should include the name of the Insured Person, and Claimant if other than the Insured Person, and the member ID Number.

**Unpaid Premiums:** When a claim is paid, any premium due and unpaid may be deducted from the claim payment.

**Claim Forms:** When Cigna receives the notice of claim, We will send the claimant forms for filing proof of loss. If these forms are not given to the claimant within 15 days after the giving of such notice, the claimant shall meet the proof of loss requirements by giving Cigna a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss section. You may also get the required claim forms from [www.cigna.com](http://www.cigna.com) under HealthCare Providers, Coverage and Claims, 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:** If the Policy provides for periodic payment for a continuing loss, written proof of loss must be given to Cigna within 90 days after the end of each period for which Cigna is liable. For any other loss, written proof must be given within 90 days after such loss. If it was not reasonably possible to give written proof in the time required, Cigna shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, except in the absence of legal capacity, the proof required must be given no later than one Year from the time specified.

**Assignment of Claim Payments:**

Payment for medical benefits are assignable to the Provider; when you assign benefits to a Provider, you have assigned the entire amount of reimbursement for 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.

When benefits are paid to the You or Your Family Members, You or Your Family Members 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**

### **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 2 business days after receiving the request if no additional information is required. However, if more time is needed due to matters beyond Cigna's control, Cigna will notify the Insured Person or their representative within two business 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 one calendar day, 24 hours after receiving the request. Determinations related to cancer pain prescriptions will be determined within 24 hours. However, if necessary information is missing from the expedited request, Cigna will notify the Insured Person or their representative within one calendar day 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. Determinations may be provided orally, followed within 3 calendar 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 two business 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 two business 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 Policy 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:

- 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 with written notice to You 75 days prior to the proposed date of renewal. 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.

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, 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.