2019 BOOKLET FOR:

CITY OF TACOMA

Group Number: 10010327

PPO Plan (with Vision)
TERS (Early Retirees)
LEOFF I – Fire Department Retiree Dependents
LEOFF I – Police Department Retiree Dependents
LEOFF II – Fire Department Retirees
LEOFF II – Police Department Local 26 Retirees
LEOFF II – Police Department Local 6 Retirees
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Regence:
Provides free aids and services to people with disabilities to communicate effectively with us, such as:
- Qualified sign language interpreters
- Written information in other formats (large print, audio, and accessible electronic formats, other formats)

Provides free language services to people whose primary language is not English, such as:
- Qualified interpreters
- Information written in other languages

If you need these services listed above, please contact:

**Medicare Customer Service**
1-800-541-8981 (TTY: 711)

**Customer Service for all other plans**
1-888-344-6347 (TTY: 711)

If you believe that Regence has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with our civil rights coordinator below:

**Medicare Customer Service**
Civil Rights Coordinator
MS: B32AG, PO Box 1827
Medford, OR 97501
1-866-749-0355, (TTY: 711)
Fax: 1-888-309-8784
medicareappeals@regence.com

**Customer Service for all other plans**
Civil Rights Coordinator
MS CS B32B, P.O. Box 1271
Portland, OR 97207-1271
1-888-344-6347, (TTY: 711)
CS@regence.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

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

Language assistance

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

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致电 1-888-344-6347 (TTY: 711)。

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

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

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

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

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-888-344-6347 (TTY: 711) まで、お電話にてご連絡ください。

Dii baa akó ninizin: Dii saad bee yaniit’go Diné Bizaad, saad bee ákáánída’áwo’déé’, t’áá jiik’eh, éi ná hóló, kojí’ hödíilnih 1-888-344-6347 (TTY: 711.)

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

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

Welcome to participation in the self-funded group health plan provided for You by Your employer. Your employer has chosen Regence BlueShield to administer claims for Your group health plan.

As You read this Booklet, references to "You" and "Your" refer to both the Participant and Dependents, except in specifically noted sections.

The following terms and definitions will assist you in understanding your benefits. Other terms are defined in the Definitions section at the back of this Booklet or where they are first used and are designated by the first letter being capitalized.

Agreement: The administrative services contract between the Plan Sponsor and the Claims Administrator.

Dependents: Your eligible and enrolled spouse/domestic partner, Your eligible children and/or the eligible children of Your spouse/domestic partner.

Claims Administrator: Regence BlueShield

Participant: The eligible and enrolled retiree

Plan: Regence PPO health plan

Plan Sponsor: Your Employer - The City of Tacoma

You and Your: The Participant and Dependents

EMPLOYER PAID BENEFITS

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

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

The following pages are the Booklet, the written description of the terms and benefits of coverage available under the Plan. This Booklet is effective January 1, 2019, or the date after that on which Your coverage became effective. This Booklet replaces any plan description, Booklet or certificate previously issued by Regence BlueShield and makes it void.
Using Your Booklet

YOU SELECT YOUR PROVIDER AND CONTROL YOUR OUT-OF-POCKET EXPENSES

Your Plan allows You to control Your out-of-pocket expenses for each Covered Service. Here's how it works - You control Your out-of-pocket expenses by choosing Your Provider under three choices called: "Category 1," "Category 2" and "Category 3."

- **Category 1.** You see a preferred Provider. You save the most and Your out-of-pocket expenses will be lower when choosing a preferred Provider and You will not be billed for balances beyond any Deductible, Copayment and/or Coinsurance for Covered Services.

- **Category 2.** You see a participating Provider. Choosing this category means Your out-of-pocket expenses will generally be higher than for Category 1 because larger discounts with preferred Providers may be negotiated. You will not be billed for balances beyond any Deductible, Copayment and/or Coinsurance for Covered Services.

- **Category 3.** You see a Provider that does not have a participating contract with the Claims Administrator. In most cases, except where specifically stated otherwise, You will be responsible to pay 100 percent of the Coinsurance amount. These payments for non-Covered Services will not apply to the Calendar Year Deductible or Out-of-Pocket Maximum.

For each benefit, this Booklet indicates the Provider You may choose and Your payment amount. Definitions of each Provider type are in the Definitions section. You can go to [regence.com](http://regence.com) for further Provider network information.

ADDITIONAL ADVANTAGES OF PARTICIPATION

Your Plan offers You access to valuable services. The advantages of Regence involvement as the Claims Administrator include access to discounts on select items and services, personalized health care planning information, health-related events and innovative health-decision tools, as well as a team dedicated to Your personal health care needs. You also have access to the Claims Administrator’s Web site, an interactive environment that can help You navigate Your way through health care decisions. THESE ADDITIONAL VALUABLE SERVICES ARE A COMPLEMENT TO THE GROUP HEALTH PLAN BUT ARE NOT INSURANCE.

- **Go to regence.com.** It is a health power source that can help You lead a healthy lifestyle, become a well-informed health care shopper and increase the value of Your health care dollar. Have Your Plan identification card handy to log on. Use the secure Web site to:
  - view recent claims, benefits and coverage;
  - find a contracting Provider;
  - participate in online wellness programs and use tools to estimate upcoming healthcare costs;
  - discover discounts on select items and services*;
  - identify Participating Pharmacies;
  - find alternatives to expensive medicines;
  - learn about prescriptions for various Illnesses; and
  - compare medications based upon performance and cost, as well as discover how to receive discounts on prescriptions.

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

Enhanced Services, Support, and Access

Your Plan has chosen to include enhanced services, support, and access. These enhancements will allow You to take increased advantage of Your health plan and better control over Your and Your Family's health. Such services may include, but are not limited to:
• **Enhanced convenience and options for access to medical care.** These may include additional resources for You to receive covered medical care, such as enhanced virtual care options that are integrated with Your telemedicine, durable medical equipment, preventive, behavioral health, and/or other benefits. You may also be offered increased ease in accessing non-Covered Services, such as cosmetic services or in integrating care for complex and multi-Provider conditions.

• **Healthcare and vitality assistance tools.** You may have tools that enable You to make and track medical appointments; manage health care expenses; receive support in caring for others; remember to timely refill prescriptions and perform regular self-care; track weight, food, and exercise statistics; receive coaching; and more.

• **Non-medical lifestyle enhancements.** These may include access or assistance with non-medical services, such as resilience, mindfulness, yoga or stress reduction programs, and pet wellness and insurances services.

Your Plan's enhancements can be accessed through a single-sign on by visiting the Claims Administrator's Web site, or by contacting Customer Service. These services are specialized and may change over time. Your use of these additional services selected by Your Plan is voluntary. In some cases, the Claims Administrator may have an affiliation with the entity that performs the services purchased by Your Plan. The use of these services may result in savings or value to You, Your employer, and the Claims Administrator. **ANY SUCH ENHANCED SERVICES, SUPPORT, AND ACCESS ARE COMPLEMENTS TO THE GROUP HEALTH PLAN, BUT ARE NOT INSURANCE.**

**CONTACT INFORMATION**

• **Call Customer Service:** 1 (866) 240-9580 (TTY: 711) if You have questions, would like to learn more about Your Plan, or would like to request written or electronic information. Phone lines are open Monday-Friday 5 a.m. - 8 p.m. and Saturday 8 a.m. – 4:30 p.m. Pacific Time.

• **Visit the Claims Administrator's Web site at:** regence.com.

• **For assistance in a language other than English,** call the Customer Service telephone number.

• **Call Case Management:** 1 (866) 543-5765 to request that a case manager be assigned to help You and Your Physician best use Your benefits and navigate the health care system in the best way possible. Case managers assess Your needs, develop plans, coordinate resources and negotiate with Providers.

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

In this section, You will find information to help You understand what is meant by Maximum Benefits, Deductibles, Copayments, Coinsurance and Out-of-Pocket Maximum.

This section defines cost-sharing elements but, You will need to refer to the benefit section(s) to see exactly how they are applied.

MAXIMUM BENEFITS
Some benefits may have a specific Maximum Benefit. Benefits are covered until the specified Maximum Benefit (which may be a number of days, visits, services, dollar amount, or specified time period) has been reached.

Allowed Amounts for Covered Services provided are also applied toward any Deductible and against any specific Maximum Benefit.

You will be responsible for the total billed charges for benefits in excess of any Maximum Benefits, and for charges for any other service or supply not covered under this Plan, regardless of the Provider rendering such service or supply.

OUT-OF-POCKET MAXIMUM
You can meet the Out-of-Pocket Maximum by Your payments of Deductibles, Copayments and Coinsurance.

Amounts You pay for non-Covered Services and amounts in excess of the Allowed Amount do not apply toward the Out-of-Pocket Maximum. Cost sharing savings that result from Your use of a drug manufacturer coupon for Prescription Medications will be applied to Your Out-of-Pocket Maximum. However, if application of any drug manufacturer coupon savings is found to have caused You to exceed Your Out-of-Pocket Maximum, You will not be refunded the coupon amount that exceeds Your Out-of-Pocket Maximum. You will continue to be responsible for amounts that do not apply toward the Out-of-Pocket Maximum, even after You reach the Out-of-Pocket Maximum.

Once You reach the Out-of-Pocket Maximum, benefits subject to the Out-of-Pocket Maximum will be paid at 100 percent of the Allowed Amount for the remainder of the Calendar Year.

The Family Out-of-Pocket Maximum for a Calendar Year is satisfied when two or more family members' Deductibles, Copayments and Coinsurance for Covered Services for that Calendar Year total and meet the Family's Out-of-Pocket Maximum amount. One Claimant may not contribute more than the individual Out-of-Pocket Maximum amount.

COPAYMENTS
A Copayment means a flat dollar amount that You generally pay directly to the Provider at the time You receive a specified service. Copayments are not applied toward the Deductible.

Refer to the benefit section(s) to understand what Copayments You are responsible for.

PERCENTAGE PAID UNDER THE PLAN (COINSURANCE)
Once You have satisfied any applicable Deductible and Copayment, the Plan pays a percentage of the Allowed Amount for Covered Services You receive, up to any Maximum Benefit. When payment is less than 100 percent, You pay the remaining percentage (this is Your Coinsurance). Your Coinsurance will be based upon the lesser of either the billed charges or the Allowed Amount. The percentage the Plan pays varies, depending on the service or supply You received and who rendered it.

The Plan does not reimburse Providers for charges above the Allowed Amount. However, a preferred or participating Provider will not charge You for any balances for Covered Services beyond Your Deductible, Copayment and/or Coinsurance amount if You choose Category 1 or Category 2. For those benefits where Category 3 coverage is available, nonparticipating Providers may bill You for any balances over the Plan payment level in addition to any Deductible, Copayment and/or Coinsurance amount. See the Definitions section for descriptions of Providers.
Coinsurance amounts applicable to Prescription Medications are located in the Prescription Medication benefit.

**DEDUCTIBLES**
The Plan will begin to pay benefits for Covered Services in any Calendar Year only after a Claimant satisfies the Calendar Year Deductible. The Deductible is satisfied by incurring a specific amount of expense for Covered Services during the Calendar Year.

The Family Calendar Year Deductible is satisfied when two or more covered family members’ meet the Family Deductible amount. One Claimant may not contribute more than the individual Deductible amount. The Plan does not pay for services applied toward the Deductible.

Refer to the Medical Benefits section to see if a particular service is subject to the Deductible. Any amounts You pay for non-Covered Services, Copayments or amounts in excess of the Allowed Amount do not count toward the Deductible.

In addition, if Covered Services are incurred during the last three months of a Calendar Year and are applied toward the Deductible for that year, then any amount for Covered Services applied toward such Deductible during the last three months will be carried forward and applied toward the Deductible for the following year.

**HOW CALENDAR YEAR BENEFITS RENEW**
Many provisions of the Plan (for example, Deductibles, Out-of-Pocket Maximum, and certain benefit maximums) are calculated on a Calendar Year basis. Each January 1, those Calendar Year maximums begin again.

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

Some benefits may have a separate Maximum Benefit based upon a Claimant’s Lifetime and do not renew every Calendar Year. Those exceptions are noted in the benefit section(s).
Medical Benefits

This section explains how Your coverage pays for Covered Services. Referrals are not required under this Plan, and nothing contained in this Booklet is designed to restrict Your choice of Provider for care or treatment of an Illness or Injury. Most benefits are listed alphabetically.

All covered benefits are listed under each benefit table.

Medical services and supplies must be Medically Necessary for the treatment of an Illness or Injury (except for any covered preventive care) and any preauthorization criteria of the Claims Administrator are satisfied. All covered benefits are subject to the limitations, exclusions and provisions of this Plan. A Health Intervention may be medically indicated or otherwise Medically Necessary, yet not be a Covered Service. See the Definitions section for descriptions of Medically Necessary and of the kinds of Providers who deliver Covered Services.

In some cases, benefits or coverage may be limited to a less costly and Medically Necessary alternative item. Reimbursement may be available for new medical supplies, equipment, and devices You purchase from a Provider or from an approved commercial seller, even though that seller is not a Provider. New medical supplies, equipment, and devices, such as a breast pump or wheelchair, purchased through an approved commercial seller are covered at the Category 1 level, with reimbursement based on the lesser of either the amount paid to a preferred Provider for that item or the retail market value for that item. To learn more about how to access an approved commercial seller and reimbursable new retail medical supplies, equipment, and devices, visit the Web site or contact Customer Service.

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

Some services may require preauthorization. A comprehensive list of services and supplies that must be preauthorized may be obtained from the Claims Administrator by visiting the Web site or by calling 1 (866) 240-9580. Contracted Providers may be required to seek preauthorization from the Claims Administrator before providing some services for You. You will not be penalized if the Contracted Provider does not obtain preauthorization in advance from the Claims Administrator and the service is later determined to be not covered. Non-Contracted Providers are not required to obtain preauthorization prior to providing services. You may be liable for the cost of services provided by a Non-Contracted Provider if those services are not Covered Services nor Medically Necessary. You may request that a Non-Contracted Provider preauthorize services on Your behalf to determine Medical Necessity prior to receiving those services.

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

**CALENDAR YEAR OUT-OF-POCKET MAXIMUM**
Per Claimant: $1,500  
Per Family: $3,000

**COPAYMENTS AND COINSURANCE**
Copayments and Coinsurance are listed in the tables for Covered Services for each applicable benefit.

**CALENDAR YEAR DEDUCTIBLES**
Per Claimant: $250  
Per Family: $500

For a detailed description of Calendar Year Out-of-Pocket Maximum, Copayments, Coinsurance, and Calendar Year Deductibles, refer to the Understanding Your Benefits section on page 1.
PREVENTIVE CARE AND IMMUNIZATIONS

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

For a complete list of services covered under this benefit, including information about how to access an approved commercial seller, obtaining a breast pump and instructions for obtaining reimbursement for a new breast pump purchased from an approved commercial seller, retailer, or other entity that is not a Provider, visit the Web site or contact Customer Service.

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

NOTE: Covered Services that do not meet these criteria will be covered the same as any other Illness or Injury.

Preventive Care

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<tr>
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<td>Payment: You pay 100% of billed charges.</td>
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Preventive care services provided by a professional Provider, facility or Retail Clinic are covered such as:

- routine physical examinations, well-baby care, women’s care, and health screenings including screening for obesity in adults and for adult patients with a body mass index (BMI) of 30 kg/m2 or higher;
- intensive multicomponent behavioral interventions for weight management;
- Provider counseling and prescribed medications for tobacco use cessation;
- depression screening for all adults, including screening for maternal depression;
- immunizations for adults and children as recommended by the United States Preventive Service Task Force (USPSTF), the Health Resources and Services Administration (HRSA) and the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (CDC);
- one non-Hospital grade breast pump including its accompanying supplies per pregnancy, when obtained from a Provider (including a Durable Medical Equipment supplier), or a comparable new breast pump obtained from an approved commercial seller, even though that seller is not a Provider; and
- Food and Drug Administration (FDA) approved contraceptive devices and implants (including the insertion and removal of those devices and implants) and sterilization methods for women in accordance with HRSA recommendations including, but not limited to, female condoms, diaphragm with spermicide, sponge with spermicide, cervical cap with spermicide, spermicide, oral contraceptives (combined pill, mini pill, and extended/continuous use pill), contraceptive patch, vaginal ring, contraceptive shot/injection, emergency contraceptives (both levonorgestrel and ulipristal acetate-containing products), intrauterine devices (both copper and those with progestin), implantable contraceptive rod, surgical implants and surgical sterilization.
Immunizations – Adult and Childhood

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

Travel Immunizations

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</table>

Immunizations for the purpose of travel, occupation or residence in a foreign country are covered.

OFFICE VISITS – ILLNESS OR INJURY

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<td>Provider: Preferred</td>
<td>Provider: Participating</td>
<td>Provider: Nonparticipating</td>
</tr>
<tr>
<td>Payment: After $20 Copayment per visit, You pay 0% of the Allowed Amount.</td>
<td>Payment: After $20 Copayment per visit, You pay 40% of the Allowed Amount.</td>
<td>Payment: You pay 100% of billed charges.</td>
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Office visits for treatment of Illness or Injury are covered. All other professional services performed in the office, not billed as an office visit, or that are not related to the actual visit are not considered an office visit under this benefit.

PROFESSIONAL SERVICES

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<td>Payment: After Deductible, You pay 40% of the Allowed Amount.</td>
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Services and supplies are covered as explained in the following paragraphs:

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

Medical Services and Supplies
Professional services, second opinions and supplies are covered, including the services of a Provider whose opinion or advice is requested by the attending Provider. Services and supplies also include those to treat a congenital anomaly and foot care associated with diabetes.

Additionally, some general medical services and supplies, such as compression stockings, active wound care supplies, and sterile gloves, are covered when Medically Necessary. Reimbursement for covered medical supplies may be available when these new supplies are obtained from an approved commercial seller, even though that seller is not a Provider. Eligible new general medical supplies purchased through an approved commercial seller are covered at the Category 1 level, with Your reimbursement based on the lesser of either the amount paid to a preferred Provider for that item or the retail market value for that item. To learn more about how to access an approved commercial seller and reimbursable new general medical supplies, visit the Web site or contact Customer Service.
**Professional Inpatient**
Professional inpatient visits for Illness or Injury are covered. If you are admitted as an inpatient to a Category 1 Hospital and the admitting Practitioner also is Category 1, then benefits for associated Covered Services provided during the admission by a Category 2 or 3 Hospital-based Practitioner (for example, anesthesiologist, radiologist, pathologist, surgical assistant, etc.) are eligible for coverage at the Category 1 level. In addition to usual cost-sharing, you may remain responsible for any amount by which billed charges exceed the Allowed Amount. If you are admitted as an inpatient directly from the emergency room and services were not covered at the Category 1 level, as described above, contact Customer Service for an adjustment to your claims.

**Radiology and Laboratory**
Services for treatment of Illness or Injury, including CAT scans, PET scans, MRIs, prostate screenings, colorectal laboratory tests and mammography services are covered. This benefit does not include services covered under the Preventive Care and Immunizations benefit.

Claims for independent clinical laboratory services will be submitted to this plan or any other Blue Cross and/or Blue Shield Licensee in the locale in which the referring Provider is located, regardless of where the examination of the specimen occurred. Refer to the plan network where the referring Provider is located for coverage of independent clinical laboratory services.

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

**Therapeutic Injections**
Therapeutic injections and related supplies are covered when given in a professional Provider's office.

A selected list of Self-Administrable Injectable Medications is covered under the Prescription Medication Benefits section. For a list of covered Self-Administrable Injectable Medications, visit the Web site or contact Customer Service.

**ACUPUNCTURE**

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Limit: 12 visits per Claimant per Calendar Year

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

**AMBULANCE SERVICES**

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<th>Category: All</th>
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<td>Provider: All</td>
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<td>Payment: After Deductible, You pay 20% of the Allowed Amount.</td>
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Ambulance services to the nearest Hospital equipped to provide treatment are covered, when any other form of transportation would endanger your health and the transportation is not for personal or convenience purposes. Covered ambulance services include licensed ground and air ambulance Providers.
AMBULATORY SURGICAL CENTER

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Outpatient services and supplies are covered, including professional services and facility charges, for an Ambulatory Surgical Center for Illness and Injury.

APPROVED CLINICAL TRIALS

If a preferred Provider is participating in the Approved Clinical Trial and will accept You as a trial participant, benefits will be provided only if You participate in the Approved Clinical Trial through that Provider. If the Approved Clinical Trial is conducted outside Your state of residence, You may participate and benefits will be provided in accordance with the terms for other covered out-of-state care. Your Routine Patient Costs in connection with an Approved Clinical Trial in which You are enrolled and participating are covered, subject to the Deductible, Coinsurance and/or Copayments and Maximum Benefits as specified in the Medical Benefits and Prescription Medications Benefits sections.

Definitions

The following definitions apply to this Approved Clinical Trials benefit:

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

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

- Conducted under an investigational new drug application reviewed by the Food and Drug Administration or that is a drug trial exempt from having an investigational new drug application.

Life-threatening Condition means a disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

Routine Patient Costs means items and services that typically are Covered Services for a Claimant not enrolled in a clinical trial, but do not include:

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

BLOOD BANK

| Category: All |
| Provider: All |
Payment: After Deductible, You pay 20% of the Allowed Amount.

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

### DENTAL HOSPITALIZATION

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**Professional Payment:** After Deductible, You pay 0% of the Allowed Amount.

**Payment:** After Deductible, You pay 40% of the Allowed Amount.

**Payment:** You pay 100% of billed charges.

Inpatient and outpatient services and supplies for hospitalization for Dental Services (including anesthesia) are covered if hospitalization in an Ambulatory Surgical Center or Hospital is necessary to safeguard Your health because treatment in a dental office would be neither safe nor effective. Benefits are not available for services received in a dentist's office.

### DETOXIFICATION

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**Professional Payment:** After Deductible, You pay 0% of the Allowed Amount.

**Facility Payment:** After Deductible, You pay 10% of the Allowed Amount and You pay any balance of billed charges.

**Professional Payment:** After Deductible, You pay 0% of the Allowed Amount and You pay any balance of billed charges.

Medically Necessary detoxification services are covered.

### DIABETIC EDUCATION

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**Professional Payment:** After Deductible, You pay 0% of the Allowed Amount.

**Payment:** After Deductible, You pay 40% of the Allowed Amount.

**Payment:** You pay 100% of billed charges.

Services and supplies for diabetic self-management training and education provided by any preferred or participating Providers with expertise in diabetes are covered. Diabetic nutritional therapy is covered under the Nutritional Counseling benefit.
**DIALYSIS – INPATIENT**

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<td><strong>Facility Payment:</strong> After Deductible, You pay 10% of the Allowed Amount.</td>
<td><strong>Facility Payment:</strong> After Deductible, You pay 10% of the Allowed Amount and You pay any balance of billed charges.</td>
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<tr>
<td><strong>Professional Payment:</strong> After Deductible, You pay 0% of the Allowed Amount.</td>
<td><strong>Professional Payment:</strong> After Deductible, You pay 0% of the Allowed Amount.</td>
<td><strong>Professional Payment:</strong> After Deductible, You pay 0% of the Allowed Amount and You pay any balance of billed charges.</td>
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Inpatient services and supplies for dialysis not related to the Dialysis - Outpatient Program are covered.

**DIALYSIS – OUTPATIENT**

**Initial Outpatient Treatment Period**

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<td><strong>Facility Payment:</strong> After Deductible, You pay 10% of the Allowed Amount.</td>
<td><strong>Facility Payment:</strong> After Deductible, You pay 10% of the Allowed Amount and You pay any balance of billed charges.</td>
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<tr>
<td><strong>Professional Payment:</strong> After Deductible, You pay 0% of the Allowed Amount.</td>
<td><strong>Professional Payment:</strong> After Deductible, You pay 0% of the Allowed Amount.</td>
<td><strong>Professional Payment:</strong> After Deductible, You pay 0% of the Allowed Amount and You pay any balance of billed charges.</td>
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**Outpatient limit:** 42 treatments per Claimant

Professional services, supplies, medications, labs and Facility Fees related to outpatient hemodialysis, peritoneal dialysis, hemofiltration and home services are covered during the first treatment period. For the purpose of this benefit the “first treatment period” will be three months (42 treatments) of hemodialysis treatment (or 30 days of peritoneal dialysis treatment). Dialysis treatments that are applied toward any Deductible will be applied against the Maximum Benefit limit on these services. If more than 42 treatments are necessary in the first treatment period, the Claims Administrator must be contacted to approve the additional treatment and document Your progress. See the Supplemental Outpatient Treatment Period for coverage after the first 42 treatments in the first treatment period.

When Your Physician recommends dialysis, You should first contact the Claims Administrator to begin Case Management and confirm Your enrollment in the Supplemental Kidney Dialysis Program described below.

The Plan will pay regular Plan benefits when services are rendered outside the country, even if You have enrolled in the Supplemental Kidney Dialysis Program.
### Supplemental Outpatient Treatment Period (Following Initial Outpatient Treatment Period)

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<tr>
<td><strong>Payment:</strong> You pay no cost-sharing. If the Claims Administrator's agreement with the Provider expressly specifies that its terms supersede the benefits (or this benefit) of this Plan, the Plan pays 100% of the Allowed Amount. Otherwise, the Plan pays 150% of the Medicare allowed amount at the time of service.</td>
<td><strong>Payment:</strong> You pay no cost-sharing. If the Claims Administrator's agreement with the Provider expressly specifies that its terms supersede the benefits (or this benefit) of this Plan, the Plan pays 100% of the Allowed Amount. Otherwise, the Plan pays 150% of the Medicare allowed amount at the time of service.</td>
<td><strong>Payment:</strong> The Plan pays 150% of the Medicare allowed amount at the time of service. If You are not enrolled in Medicare Part B, You pay balance of billed charges, which will not apply toward the Out-of-Pocket Maximum.</td>
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For any subsequent outpatient dialysis beyond the first treatment period, the Plan will provide supplemental coverage as described above.

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

"Medicare allowed amount" is the amount that a Medicare-contracted provider agrees to accept as full payment for a covered service. This is also referred to as the provider accepting Medicare assignment.

### Case Managed Dialysis and Supplemental Kidney Dialysis

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

To learn more or to make a referral to case management, call 1 (866) 240-9580.

### DURABLE MEDICAL EQUIPMENT

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<tr>
<td><strong>Payment:</strong> After Deductible, You pay 20% of the Allowed Amount.</td>
<td><strong>Payment:</strong> After Deductible, You pay 20% of the Allowed Amount.</td>
<td><strong>Payment:</strong> You pay 100% of billed charges.</td>
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Durable Medical Equipment must be rendered by a preferred or participating Provider practicing within the scope of his or her license and must be Medically Necessary for the treatment of an Illness or Injury (except for any covered preventive care). Applicable sales tax for Durable Medical Equipment and mobility enhancing equipment is also covered. Durable Medical Equipment means an item that can withstand repeated use, is primarily used to serve a medical purpose, is generally not useful to a person in the absence of Illness or Injury and is appropriate for use in the Claimant's home. Examples include oxygen equipment, wheelchairs, and insulin pumps and their supplies. Durable Medical Equipment is not covered if it serves solely as a comfort or convenience item.

Reimbursement may also be available for new Durable Medical Equipment when obtained from an approved commercial seller, even though this entity is not a Provider. Eligible new Durable Medical Equipment purchased through an approved commercial seller is covered at the Category 1 level, with Your reimbursement based on the lesser of either the amount paid to a preferred Provider for that item or...
the retail market value for that item. Claims for the purchase of Durable Medical Equipment, will be submitted to the plan in the locale in which the equipment was received. To find ways to access new Durable Medical Equipment, including how to access an approved commercial seller, visit the Web site or contact Customer Service. If You choose to access new Durable Medical Equipment through the Web site, the Claims Administrator may receive administrative fees or similar compensation from the commercial seller and/or You may receive discounts or coupons for Your purchases. Any such discounts or coupons are complements to the Group health plan, but are not insurance.

EMERGENCY ROOM (INCLUDING PROFESSIONAL CHARGES)

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<tr>
<td><strong>Facility Payment:</strong> After $150 Copayment per visit and Deductible, You pay 10% of the Allowed Amount. This Copayment applies to the facility charge, whether or not You have met the Deductible. However, this Copayment is waived when You are admitted directly from the emergency room to the Hospital or any other facility on an inpatient basis.</td>
<td><strong>Facility Payment:</strong> After $150 Copayment per visit and Deductible, You pay 10% of the Allowed Amount. This Copayment applies to the facility charge, whether or not You have met the Deductible. However, this Copayment is waived when You are admitted directly from the emergency room to the Hospital or any other facility on an inpatient basis.</td>
<td><strong>Facility Payment:</strong> After $150 Copayment per visit and Deductible, You pay 10% of the Allowed Amount and You pay any balance of billed charges. This Copayment applies to the facility charge, whether or not You have met the Deductible. However, this Copayment is waived when You are admitted directly from the emergency room to the Hospital or any other facility on an inpatient basis.</td>
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<tr>
<td><strong>Professional Payment:</strong> After Deductible, You pay 0% of the Allowed Amount.</td>
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Emergency room services and supplies are covered, including outpatient charges for patient observation, medical screening exams and treatment, routinely available ancillary evaluative services, and Medically Necessary detoxification services that are required for the stabilization of a patient experiencing an Emergency Medical Condition.

"Stabilization" means to provide Medically Necessary treatment:

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

Emergency room services do not need to be pre-authorized.

If admitted to a participating or nonparticipating Hospital directly from the emergency room, services will be covered at the Category 1 benefit level. In addition to usual cost-sharing, You may remain responsible for any amount by which billed charges exceed the Allowed Amount when services are received from a nonparticipating Hospital.

If services were not covered at the Category 1 level, as described above, contact Customer Service for an adjustment to Your claims.
### FAMILY PLANNING

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<tr>
<td><strong>Professional Payment:</strong> After Deductible, You pay 0% of the Allowed Amount.</td>
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Certain professional Provider contraceptive services and supplies are covered, including, but not limited to, vasectomy under this benefit.

For coverage of prescription contraceptives, see the Prescription Medication Benefits Section. You are not responsible for any applicable Deductible, Copayment and/or Coinsurance when You fill prescriptions for FDA-approved contraceptives prescribed by Your health care Provider. For a list of such medications, visit the Web site or contact Customer Service.

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

### GENE THERAPY AND ADOPTIVE CELLULAR THERAPY

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If You fulfill Medical Necessity criteria and receive therapy from a Provider expressly identified by the Claims Administrator as a Center of Excellence for that therapy, gene therapies and/or adoptive cellular therapies and associated Medically Necessary Covered Services are covered under this benefit. You may contact the Claims Administrator for a current list of covered gene and cellular therapies or to identify a Center of Excellence.

### Travel Expenses

Travel expenses are reimbursed for covered gene therapy and/or adoptive cellular therapy provided at a Center of Excellence (limited to transportation, food, and lodging) for You and a companion (or two companions if You are under age 19) to a combined maximum of $7,500 per course of treatment. Reimbursable transportation includes only commercial airfare, commercial train fare, or documented auto mileage (calculated per IRS allowances) to the treatment area and local ground transportation to and from treatment within that area during the course of treatment. Documentation of travel expenses should be retained for submission for reimbursement.
GENETIC TESTING

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HOME HEALTH CARE

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**Limit:** 130 visits per Claimant per Calendar Year

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

Home health care visits that are applied toward any Deductible will be applied against any Maximum Benefit limit on these services.

HOSPICE CARE

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**Limit:** 14 inpatient or outpatient respite care days per Claimant Lifetime

Hospice care is covered when provided by a licensed hospice care program. A hospice care program is a coordinated program of home and inpatient care, available 24 hours a day. This program uses an interdisciplinary team of personnel to provide comfort and supportive services to a patient and any family members who are caring for a patient, who is experiencing a life-threatening disease with a limited prognosis.

These services include acute, respite and home care to meet the physical, psychosocial and special needs of a patient and his or her Family during the final stages of Illness.

Respite care to provide continuous care of the Claimant and allow temporary relief to family members from the duties of caring for the Claimant is also covered. Respite care days that are applied toward any Deductible will be applied against any Maximum Benefit limit on these services.

HOSPITAL CARE – INPATIENT AND OUTPATIENT

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**Professional Payment:** After Deductible, You pay 0% of the Allowed Amount.
Inpatient and outpatient services and supplies of a Hospital are covered for Illness and Injury (including Prescription Medications and services of staff Providers billed by the Hospital). Room and board is limited to the Hospital's average semiprivate room rate, except where a private room is determined to be necessary. If admitted to a participating or nonparticipating Hospital directly from the emergency room, services will be covered at the Category 1 benefit level.

In addition to usual cost-sharing, You may remain responsible for any amount by which billed charges exceed the Allowed Amount when services are received from a nonparticipating Hospital.

If You are admitted as an inpatient directly from the emergency room and services were not covered at the Category 1 level, contact Customer Service for an adjustment to Your claims.

Hospital confinement may not always be the best environment for treating an Illness. When You need significant long-term medical supervision, case managers or Your Providers may recommend alternative care and treatment or facilities that are:

- Not normally covered by the Plan;
- Covered by the Plan, but covered on a different basis from the original course of treatment; or
- Covered on the same basis as the original course of treatment.

In these situations, the Claims Administrator may approve coverage for alternative care and treatment that would otherwise not be covered or when Medically Necessary treatment can be delivered more cost-effectively. Substitution of such care can be made only with Your consent and the recommendation of Your Provider, and must be based on Your medical needs.

Case management provides intervention in cases of serious Illness or Injury. The Claims Administrator's case managers are experienced, licensed health care professionals who work with Your Physicians and other health care professionals to ensure You receive cost-effective and appropriate care.

### MATERNITY CARE

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Prenatal and postnatal maternity (pregnancy) care, childbirth (vaginal or cesarean), Medically Necessary supplies of home birth, complications of pregnancy, and related conditions are covered for a female Participant or an enrolled female spouse or domestic partner. With the exception of complications of pregnancy (which include fetal distress, gestational diabetes, and toxemia), these services are not covered for enrolled female Dependents other than an enrolled spouse/domestic partner. There is no limit for the mother's length of inpatient stay. The attending Provider, if any, will determine an appropriate discharge time, in consultation with the mother. Coverage also includes termination of pregnancy for all female Claimants.

Certain services such as screening for maternal depression, gestational diabetes, breastfeeding support, supplies and counseling are covered under the Preventive Care benefit.

### Surrogacy

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

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

Definitions
The following definition applies to this Maternity Care benefit:

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

MEDICAL FOODS

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

MENTAL HEALTH SERVICES

Inpatient Services

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Outpatient Services

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Mental Health Services for treatment of Mental Health Conditions are covered. Applied Behavioral Analysis (ABA) therapy services are covered for outpatient treatment of Autism Spectrum Disorders (ASD) when Claimants seek services from licensed Providers qualified to prescribe and perform ABA therapy services. A diagnosis of ASD/PDD (Pervasive Developmental Disorder) must be made by an appropriate Provider (neurologist, pediatric neurologist, developmental pediatrician, psychiatrist or doctoral level psychologist) experienced in the diagnosis and treatment of autism. ABA therapy must be prescribed as appropriate for the patient and services must be Medically Necessary, meet Regence clinical criteria guidelines and Providers must submit individualized treatment plans and progress evaluations.

**Definitions**

The following definitions apply to this Mental Health Services benefit:

**Mental Health Conditions** means mental disorders included in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association except as otherwise excluded. Mental disorders that accompany an excluded diagnosis are covered.

**Mental Health Services** means Medically Necessary outpatient services, Residential Care, partial hospital program or inpatient services provided by a licensed facility or licensed individuals with the exception of Skilled Nursing Facility services (unless the services are provided by a licensed behavioral health provider for a covered diagnosis), and court ordered treatment (unless the treatment is determined by the Claims Administrator to be Medically Necessary).

**Residential Care** means care received in an organized program which is provided by a residential facility, Hospital, or other facility licensed, for the particular level of care for which reimbursement is being sought, by the state in which the treatment is provided.

**NEURODEVELOPMENTAL THERAPY**

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Inpatient and outpatient neurodevelopmental therapy services are covered. Such services must be to restore or improve function. Covered Services are limited to: physical therapy, occupational therapy and speech therapy and maintenance services, if significant deterioration of the Claimant's condition would result without the service. You will not be eligible for both the Rehabilitation Services benefit and this benefit for the same services for the same condition.
NEWBORN CARE

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Services and supplies are covered under the newborn's own coverage, in connection with nursery care for the natural newborn or newly adoptive child. The newborn child must be eligible and enrolled, if applicable, as explained in the Who Is Eligible, How to Enroll and When Coverage Begins section. There is no limit for the newborn's length of inpatient stay. "Newborn care" means the medical services provided to a newborn child following birth including well-baby Hospital nursery charges, the initial physical examination and a PKU test.

NUTRITIONAL COUNSELING

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Nutritional counseling and therapy for all conditions including diabetic counseling and obesity is covered.

ORTHOTIC DEVICES

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Braces, splints, orthopedic appliances and orthotic supplies or apparatuses purchased to support, align or correct deformities or to improve the function of moving parts of the body are covered, including custom orthopedic shoes. Off-the-shelf shoe inserts or off-the-shelf orthopedic shoes are not covered, regardless of diagnosis.

Orthotic devices must be provided by a preferred or participating Provider practicing within the scope of his or her license and must be Medically Necessary for the treatment of an Illness or Injury (except for any covered preventive care). In some cases, the Claims Administrator may limit benefits or coverage to a less costly and Medically Necessary alternative item.

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

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

**PALLIATIVE CARE**

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<tr>
<td><strong>Limit:</strong> 30 visits per Claimant per Calendar Year</td>
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Palliative care is covered when a Provider has assessed that the Claimant is in need of palliative care services for serious Illness (including remission support), life-limiting Injury or end-of-life. "Palliative care" means specialized services received from a Provider in a home setting for counseling and home health aide services for activities of daily living. Palliative care visits that are applied toward any Deductible will be applied against any Maximum Benefit limit on these services. All other Covered Services for a Claimant receiving palliative care remain covered the same as any other Illness or Injury.

**PROSTHETIC DEVICES**

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Prosthetic devices for functional reasons are covered to replace a missing body part, including artificial limbs, mastectomy bras only for Claimants who have had a mastectomy, external or internal breast prostheses following a mastectomy and maxillofacial prostheses. Prosthetic devices or appliances that are surgically inserted into the body are otherwise covered under the appropriate facility benefit (Hospital inpatient care, Hospital outpatient care, or Ambulatory Surgical Center care) in this Medical Benefits section. Repair or replacement of a prosthetic device due to normal use or growth of a child will be covered.

**RECONSTRUCTIVE SERVICES AND SUPPLIES**

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

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

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

REHABILITATION SERVICES
Inpatient Services

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**Inpatient limit:** 40 days per Claimant per Calendar Year

Outpatient Services

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**Outpatient limit:** 99 visits per Claimant per Calendar Year

Inpatient and outpatient rehabilitation services and accommodations to restore or improve lost function because of an Injury, Illness or disabling condition are covered. Massage therapy is covered when Medically Necessary.

Rehabilitation services include physical, occupational, and speech therapy necessary to help get the body back to normal health or function. You will not be eligible for both the Neurodevelopmental Therapy benefit and this benefit for the same services for the same condition.

REPAIR OF TEETH

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Services and supplies for treatment required as a result of damage to, or loss of, sound natural teeth are covered, when such damage or loss is due to an Injury. Benefits will be provided for the treatment of the Injury for a period of 12 consecutive months from the date of the Injury.

RETAIL CLINIC OFFICE VISITS

<table>
<thead>
<tr>
<th>Category 1</th>
<th>Category 2</th>
<th>Category 3</th>
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<tbody>
<tr>
<td>Provider: Preferred</td>
<td>Provider: Participating</td>
<td>Provider: Nonparticipating</td>
</tr>
<tr>
<td><strong>Payment:</strong> After $20 Copayment per visit, You pay 0% of the Allowed Amount.</td>
<td><strong>Payment:</strong> After $20 Copayment per visit, You pay 40% of the Allowed Amount.</td>
<td><strong>Payment:</strong> You pay 100% of billed charges.</td>
</tr>
</tbody>
</table>

Office visits in a Retail Clinic for treatment of Illness or Injury are covered. All other professional services performed in the Retail Clinic, not billed as an office visit, are not considered an office visit under this
benefit. A surgical procedure performed in the Retail Clinic is covered according to the Professional Services benefit.

**SKILLED NURSING FACILITY (SNF) CARE**

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<tr>
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<tbody>
<tr>
<td>Provider: Preferred</td>
<td>Provider: Participating</td>
<td>Provider: Nonparticipating</td>
</tr>
<tr>
<td><strong>Payment:</strong> After Deductible, You pay 0% of the Allowed Amount.</td>
<td><strong>Payment:</strong> After Deductible, You pay 0% of the Allowed Amount.</td>
<td><strong>Payment:</strong> You pay 100% of billed charges.</td>
</tr>
<tr>
<td><strong>Limit:</strong> 100 inpatient days per Claimant per Calendar Year</td>
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</table>

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

Skilled Nursing Facility services that are applied toward any Deductible will be applied against any Maximum Benefit limit on these services. Ancillary services and supplies, such as physical therapy, Prescription Medications, and radiology and laboratory services, billed as part of a Skilled Nursing Facility admission also apply toward any Maximum Benefit limit on Skilled Nursing Facility care.

**SPINAL MANIPULATIONS**

<table>
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<th>Category: 1</th>
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<tbody>
<tr>
<td>Provider: Preferred</td>
<td>Provider: Participating</td>
<td>Provider: Nonparticipating</td>
</tr>
<tr>
<td><strong>Payment:</strong> After $20 Copayment per visit and Deductible, You pay 0% of the Allowed Amount.</td>
<td><strong>Payment:</strong> After $20 Copayment per visit and Deductible, You pay 0% of the Allowed Amount.</td>
<td><strong>Payment:</strong> You pay 100% of billed charges.</td>
</tr>
<tr>
<td><strong>Limit:</strong> 15 spinal manipulations per Claimant per Calendar Year</td>
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</table>

Chiropractic and osteopathic spinal manipulations performed by any preferred or participating Provider within the scope of his or her license are covered. Spinal manipulations that are applied toward any Deductible will be applied against any Maximum Benefit limit on these services. Manipulations of extremities are covered under the Neurodevelopmental Therapy and Rehabilitation Services benefits in this Medical Benefits section.
SUBSTANCE USE DISORDER SERVICES

Inpatient Services

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Provider: Preferred</td>
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<td>Provider: Nonparticipating</td>
</tr>
<tr>
<td><strong>Facility Payment:</strong> After Deductible, You pay 10% of the Allowed Amount.</td>
<td><strong>Facility Payment:</strong> After Deductible, You pay 10% of the Allowed Amount.</td>
<td><strong>Payment:</strong> You pay 100% of billed charges.</td>
</tr>
<tr>
<td><strong>Professional Payment:</strong> After Deductible, You pay 0% of the Allowed Amount.</td>
<td><strong>Professional Payment:</strong> After Deductible, You pay 0% of the Allowed Amount.</td>
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Outpatient Services

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<tr>
<th>Category: 1</th>
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<tbody>
<tr>
<td>Provider: Preferred</td>
<td>Provider: Participating</td>
<td>Provider: Nonparticipating</td>
</tr>
<tr>
<td><strong>Facility Payment:</strong> After Deductible, You pay 10% of the Allowed Amount.</td>
<td><strong>Facility Payment:</strong> After Deductible, You pay 10% of the Allowed Amount.</td>
<td><strong>Payment:</strong> You pay 100% of billed charges.</td>
</tr>
<tr>
<td><strong>Professional Payment:</strong> After Deductible, You pay 0% of the Allowed Amount.</td>
<td><strong>Professional Payment:</strong> After Deductible, You pay 0% of the Allowed Amount.</td>
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Coverage for treatment of Substance Use Disorder Conditions, includes the following:

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

Definitions

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

Residential Care means care received in an organized program which is provided by a residential facility, Hospital, or other facility licensed, for the particular level of care for which reimbursement is being sought, by the state in which the treatment is provided.

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

Substance Use Disorder Services mean Medically Necessary outpatient services, Residential Care, partial hospital program or inpatient services provided by a licensed facility or licensed individuals with the exception of Skilled Nursing Facility services (unless the services are provided by a licensed behavioral health provider for a covered diagnosis), home health services and court ordered treatment (unless the treatment is determined by the Claims Administrator to be Medically Necessary).

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

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<tr>
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<td>Provider: Nonparticipating</td>
</tr>
<tr>
<td><strong>Payment:</strong> After Deductible, You pay 0% of the Allowed Amount.</td>
<td><strong>Payment:</strong> After Deductible, You pay 40% of the Allowed Amount.</td>
<td><strong>Payment:</strong> You pay 100% of billed charges.</td>
</tr>
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</table>

Interactive (live) audio and video technology is covered for two-way communication between a patient at an originating site and a Provider at a distant site to deliver covered health care services in the form of diagnosis, consultation, or treatment in real time (i.e., during the communication). An originating site includes: Hospital; rural health clinic; federally qualified health center; Physician's or other health care Provider's office; community mental health center; Skilled Nursing Facility; or renal dialysis center, except an independent renal dialysis center.

Asynchronous (not live) store and forward technology is covered. Store and forward technology is one-way electronic transmission (sending) of a patient's medical information from an originating site to a Provider at a distant site, which is later used by the Provider for diagnosis and medical management of the patient.

TEMPOROMANDIBULAR JOINT (TMJ) DISORDERS

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<td>Provider: Preferred</td>
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<td>Provider: Nonparticipating</td>
</tr>
<tr>
<td><strong>Payment:</strong> After Deductible, You pay 50% of the Allowed Amount.</td>
<td><strong>Payment:</strong> After Deductible, You pay 50% of the Allowed Amount.</td>
<td><strong>Payment:</strong> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.</td>
</tr>
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Inpatient and outpatient services are covered for treatment of temporomandibular joint (TMJ) disorders which have one or more of the following characteristics:

- an abnormal range of motion or limitation of motion of the TMJ;
- arthritic problems with the TMJ;
- internal derangement of the TMJ; and/or
- pain in the musculature associated with the TMJ.

"Covered Medical Services" for the purpose of this TMJ benefit, mean those services that are:

- reasonable and appropriate for the treatment of a disorder of the TMJ, under all the factual circumstances of the case;
- effective for the control or elimination of one or more of the following, caused by a disorder of the TMJ: pain, infection, disease, difficulty in speaking or difficulty in chewing or swallowing food;
- recognized as effective, according to the professional standards of good medical practice; and
- not Experimental or primarily for Cosmetic purposes.

Dental Services are not Covered Services by this Plan. "Dental Services" for the purpose of this TMJ benefit, mean those services that are:

- reasonable and appropriate for the treatment of a disorder of the TMJ, under all the factual circumstances of the case;
- effective for the control or elimination of one or more of the following, caused by a disorder of the TMJ: pain, infection, disease, difficulty in speaking or difficulty in chewing or swallowing food;
- recognized as effective, according to the professional standards of good dental practice; and
- not Experimental or primarily for Cosmetic purposes.
TOBACCO USE CESSATION

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</tr>
<tr>
<td><strong>Facility Payment:</strong> After Deductible, You pay 10% of the Allowed Amount.</td>
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<td><strong>Payment:</strong> You pay 100% of billed charges.</td>
</tr>
<tr>
<td><strong>Professional Payment:</strong> After Deductible, You pay 0% of the Allowed Amount.</td>
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Tobacco use cessation expenses not covered under the Preventive Care and Immunizations benefit are covered under this Tobacco Use Cessation provision, as explained. A tobacco use cessation service means a service that follows the United States Public Health Service guidelines for tobacco use cessation, including education and medical treatment components designed to assist a person in ceasing the tobacco products.

TRANSGERDER SERVICES

Medically Necessary services for gender identity disorder for adults and children are covered. Covered services may include but are not limited to surgical services including facility and ancillary charges, prescription drugs, lab, x-ray and other non-surgical services and mental health treatment. These services are subject to the general plan provisions, limitations and exclusions of the Plan. Refer to the Hospital, Professional Services, Office Visits, Prescription Medication Benefits, and Mental Health Services Benefits for specific coverage details.

TRANSPLANTS

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Transplants, including Hospital or outpatient Facility Fees, transplant-related services and supplies are covered. A transplant recipient who is covered under this Plan and fulfills Medically Necessary criteria will be eligible for the following transplants:
- heart
- lung
- kidney
- pancreas
- liver
- cornea
- multivisceral
- small bowel
- islet cell
- hematopoietic stem cell support (donor stem cells can be collected from either the bone marrow or the peripheral blood). Hematopoietic stem cell support may involve the following donors, i.e., either autologous (self-donor), allogeneic (related or unrelated donor), syngeneic (identical twin donor) or umbilical cord blood (only covered for certain conditions).

Transplants and related services for gene therapies or adoptive cellular therapies are covered benefits under the Gene Therapy and Adoptive Cellular Therapy benefit.

**Donor Organ Benefits**

Donor organ procurement costs, including Hospital or outpatient Facility Fees, are covered if the recipient is covered for the transplant under this Plan. Procurement benefits are limited to selection, removal of the organ, storage, transportation of the surgical harvesting team and the organ and other such Medically Necessary procurement costs.

**URGENT CARE CENTER**

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<td><strong>Provider: Participating</strong></td>
<td><strong>Provider: Nonparticipating</strong></td>
</tr>
<tr>
<td><strong>Payment:</strong> For Office Visits, after $20 Copayment per visit, You pay 0% of the Allowed Amount. For Outpatient Laboratory and Radiology Services, after Deductible, You pay 0% of the Allowed Amount.</td>
<td><strong>Payment:</strong> For Office Visits, after $20 Copayment per visit, You pay 40% of the Allowed Amount. For Outpatient Laboratory and Radiology Services, after Deductible, You pay 40% of the Allowed Amount.</td>
<td><strong>Payment:</strong> You pay 100% of billed charges.</td>
</tr>
</tbody>
</table>

Office visits for treatment of Illness or Injury are covered according to the benefits of this Booklet. All other professional services not billed as an office visit, or that are not related to the actual visit are not considered an office visit under this benefit. The Plan also covers outpatient services and supplies (not billed as an office visit) provided by an Urgent Care Center.
Prescription Medication Benefits

In this section, You will learn how Your Prescription Medication coverage works, including information about Deductibles (if any), Copayments, Coinsurance, Covered Services and payment, as well as definitions of terms specific to this Prescription Medication Benefits section.

All terms and conditions of the Plan apply to this Prescription Medication Benefits section, except as otherwise noted. Benefits will be paid under this Prescription Medication Benefits section, not any other provision, if a medication or supply is covered under both.

PRESCRIPTION MEDICATION CALENDAR YEAR DEDUCTIBLES
Not applicable

COPAYMENTS AND COINSURANCE
After You meet any applicable Deductible, You are responsible for paying the following Copayment and/or Coinsurance amounts (at the time of purchase, if the Pharmacy submits the claim electronically). (See below for information on claims that are not submitted electronically and for information on maximum quantities).

For Prescription Medications from a Pharmacy
- $5 for each 30-day supply of Preferred Generic Medication
- $5 for each 30-day supply of Generic Medication
- $35 for each 30-day supply of Preferred Brand-Name Medication on the Drug List
- $60 for each 30-day supply of Brand-Name Medication not on the Drug List
- $60 for each 30-day supply of Compound Medication.

For Prescription Medications from a Mail-Order Supplier
- $10 for each 90-day supply of Preferred Generic Medication
- $10 for each 90-day supply of Generic Medication
- $70 for each 90-day supply of Preferred Brand-Name Medication on the Drug List
- $120 for each 90-day supply of Brand-Name Medication not on the Drug List
- $120 for each 90-day supply of Compound Medication

For Prescription Medications from a Specialty Pharmacy
- $75 for each 30-day supply of Preferred Specialty Medication
- $150 for each 30-day supply of Specialty Medication

Emergency Fill
You may be eligible to receive an Emergency Fill for Prescription Medications at no cost to You. A list of these medications is available on the Web site or by calling Customer Service. The cost share amounts noted in the Copayments and Coinsurance section of the Prescription Medication Benefits section apply to all other medications obtained through an Emergency Fill request as requested through Your Provider or by calling Customer Service. An Emergency Fill is only applicable when:

- The dispensing pharmacy cannot reach the Claims Administrator's prior authorization department by phone as it is outside of business hours; or
- The Claims Administrator is available to respond to phone calls from a dispensing pharmacy regarding a covered benefit, but cannot reach the prescriber for a full consultation.
Drug List Changes
Any removal of a Prescription Medication from the Claims Administrator's Drug List will be posted on the Web site 30 days prior to the effective date of that change unless the removal is done on an emergency basis or if an equivalent Generic Medication becomes available without prior notice. In the case of an emergency removal, the change will be posted as soon as practicable.

For information visit the Web site or contact Customer Service.

PRESCRIPTION MEDICATION CALENDAR YEAR OUT-OF-POCKET MAXIMUM
Not applicable

COVERED PRESCRIPTION MEDICATIONS FOR TREATMENT OF ILLNESS OR INJURY
Benefits under this Prescription Medication Benefits section are available for the following:

- insulin and diabetic supplies (including but not limited to, syringes, injection aids, test strips for blood glucose monitors, urine test strips, prescriptive oral agents for controlling blood sugar levels and glucagon emergency kits, but not glucometers and insulin pumps or continuous glucose monitors and their supplies), when obtained with a Prescription Order (glucometers, insulin pumps and continuous glucose monitors and their supplies are covered under the Durable Medical Equipment benefit);
- Prescription Medications;
- Emergency Fill five-day supply or the minimum packaging size available at the time the Emergency Fill is dispensed;
- foreign Prescription Medications for Emergency Medical Conditions while traveling outside the United States or while residing outside the United States. The foreign Prescription Medication must have an equivalent FDA-approved Prescription Medication that would be covered under this section if obtained in the United States, except as may be provided under the Experimental/Investigational definition in the Definitions section;
- certain Prescription Medications that are administered by Your Provider as determined by the Pharmacy and Therapeutics (P&T) Committee;
- Compound Medications (preauthorization may be required);
- Self-Administrable Cancer Chemotherapy Medications;
- Self-Administrable Prescription Medications including, but not limited to, Self-Administrable Injectable Medications and teaching doses (by which a Claimant is educated to self-inject);
- growth hormones (if preauthorized);
- Viagra, Cialis, Levitra and other impotence medications will be provided when Medically Necessary limited to eight units per month; and
- Specialty Medications.

COVERED PREVENTIVE MEDICATIONS
Certain Prescription Medications are covered as preventive care:

- certain preventive medications (including, but not limited to, aspirin, fluoride, iron and medications for tobacco use cessation) according to, and as recommended by, the USPSTF, when obtained with a Prescription Order;
- FDA-approved women's prescription and over-the-counter (if presented with a Prescription Order) contraception methods as recommended by the HRSA. These include female condoms, diaphragm with spermicide, sponge with spermicide, cervical cap with spermicide, spermicide, oral contraceptives (combined pill, mini pill, and extended/continuous use pill), contraceptive patch, vaginal ring, contraceptive shot/injection, and emergency contraceptives (both levonorgestrel- and ulipristal acetate-containing products);
- immunizations for adults and children according to, and as recommended by, the CDC; and
- immunizations for purposes of travel, occupation or residency in a foreign country.

You are not responsible for any applicable Deductible, Copayment and/or Coinsurance when You fill prescriptions at a Participating Pharmacy, for specific strengths or quantities of medications that are specifically designated as preventive medications by USPSTF or HRSA or for immunizations, as specified
above. NOTE: The applicable Deductible, Copayment and/or Coinsurance as listed in this Prescription Medication Benefits section will apply when You fill preventive medications and immunizations that meet the above criteria, at a Nonparticipating Pharmacy.

Also, if Your Provider believes that the covered preventive medications, including women's contraceptives, are medically inappropriate for You, You may request a coverage exception for a different preventive medication by contacting Customer Service.

For a complete list of medications, visit the Web site or contact Customer Service.

Drugs prescribed for a use other than that stated in its FDA approved labelling, commonly referred to as off-label, will be covered as any other drug subject to the limitations, exclusions, and provisions of this Plan.

**GENERAL PRESCRIPTION MEDICATION BENEFITS INFORMATION (NETWORK, SUBMISSION OF CLAIMS AND MAIL-ORDER)**

A nationwide network of Participating Pharmacies is available to You. Pharmacies that participate in this network submit claims electronically. There are more than 1,200 Participating Pharmacies in the Claims Administrator's Washington State network from which to choose.

Your Plan identification card enables You to participate in this Prescription Medication program, so You must use it to identify Yourself at any Pharmacy. If You do not identify Yourself as a Claimant, a Participating Pharmacy or Mail-Order Supplier may charge You more than the Covered Prescription Medication Expense. You can find Participating Pharmacies and a Pharmacy locator on the Web site or by contacting Customer Service.

**Claims Submitted Electronically**

You must present Your Plan identification card at a Pharmacy for the claim to be submitted electronically. You must pay any required Deductible, Copayment and/or Coinsurance at the time of purchase. If a Nonparticipating Pharmacy provides Your Prescription Medication and submits the claim electronically, the Nonparticipating Pharmacy will be paid directly. Nonparticipating Pharmacies, however, may charge amounts in excess of Covered Prescription Medication Expenses. If that happens, You will be responsible for the excess amounts, as well as any applicable Deductible, Copayment and/or Coinsurance shown electronically to the Nonparticipating Pharmacy at the time of purchase.

**Claims Not Submitted Electronically**

When a claim is not submitted electronically, You must pay for the Prescription Medication in full at the time of purchase. For reimbursement, complete a Prescription Medication claim form and mail the form and receipt to the Claims Administrator. You will be reimbursed based on the Covered Prescription Medication Expense, less any applicable Deductible, Copayment and/or Coinsurance that would have been required had the medication been purchased from and submitted electronically by a Participating Pharmacy. Payment will be sent directly to You.

It is best to use a Participating Pharmacy so Your claims can be submitted electronically, and so You won't have to pay the difference between the Pharmacy's charges and the Covered Prescription Medication Expense in addition to any applicable Deductible, Copayment and/or Coinsurance.

**Mail-Order**

You can also use mail-order services to purchase covered Prescription Medications. Mail-order coverage applies only when Prescription Medications are purchased from a Mail-Order Supplier and the claim is submitted electronically. Not all Prescription Medications are available from Mail-Order Suppliers.

To buy Prescription Medications through the mail, send all of the following items to a Mail-Order Supplier at the address shown on the prescription mail-order form available on the Web site or from the Plan Sponsor (which also includes refill instructions):

- a completed prescription mail-order form;
- any Deductible, Copayment and/or Coinsurance; and
- the original Prescription Order.
Your Prescription Drug Rights
You have the right to safe and effective Pharmacy services. You also have the right to know what drugs are covered by Your Plan and the limits that apply. If You have a question or concern about Your prescription drug benefits, contact the Claims Administrator or visit the Web site.

PREAUTHORIZATION
Preauthorization may be required so that a determination that a Prescription Medication is Medically Necessary can be made before it is dispensed. The Claims Administrator publishes a list of those medications that currently require preauthorization. This list can be found on the Web site or by contacting Customer Service. In addition, participating Providers, including Pharmacies, are notified which Prescription Medications require preauthorization. The prescribing Provider must provide the medical information necessary to determine Medical Necessity of Prescription Medications that require preauthorization.

Coverage for preauthorized Prescribed Medications begins on the date the Claims Administrator preauthorizes them. If Your Prescription Medication requires preauthorization and You purchase it before the Claims Administrator preauthorizes it or without obtaining the preauthorization, the Prescription Medication may not be covered, even if purchased from a Participating Pharmacy.

LIMITATIONS
The following limitations apply to this Prescription Medication Benefits section, except for certain preventive medications as specified in the Covered Prescription Medications section:

Maximum 30-Day or Greater Supply Limit
- **Injectable Medications Supply.** The largest allowable quantity for a Self-Administrable Injectable Medications purchased from a Pharmacy or Mail-Order Supplier is a 90-day supply.
- **Specialty Medications and 30-Day Supply.** The largest allowable quantity for a Specialty Medication purchased from a Specialty Pharmacy is a 30-day supply. The first fill is allowed at a Pharmacy. Additional fills must be purchased from a Specialty Pharmacy. However, some Specialty Medications must have the first and subsequent fills at a Specialty Pharmacy. For more information on those medications, visit the Web site or contact Customer Service. Specialty medications are not allowed through mail-order.
- **Mail-Order and 90-Day Supply.** The largest allowable quantity of a Prescription Medication purchased from a Mail-Order Supplier is a 90-day supply. A Provider may prescribe or You may purchase, some medications in smaller quantities.
- **Nonparticipating Pharmacy and 30-Day Supply.** Except as specifically provided below, a 30-day supply is the largest allowable quantity of a Prescription Medication that You may purchase from a Nonparticipating Pharmacy and for which a single claim may be submitted. The largest allowable quantity of a covered Maintenance Medication purchased from a Nonparticipating Pharmacy is a 90-day supply. A Provider may prescribe or You may purchase, some medications in smaller quantities.
- **Participating Pharmacy and 90-Day Supply.** The largest allowable quantity of a Prescription Medication that You may purchase from a Participating Pharmacy is a 90-day supply. A Provider may prescribe, or You may purchase, some medications in smaller quantities. The Copayment and/or Coinsurance is based on each 30-day supply.

The largest allowable quantity of a covered Prescription Medication that is packaged exclusively in a multiple-month supply and is purchased from a Participating Pharmacy is the smallest multiple-month supply packaged by the manufacturer for dispensing by Pharmacies. The availability of that supply at a given Pharmacy or time is not a factor in identifying the smallest multiple-month supply. The maximum supply covered for these products is a 90-day supply (even if the packaging includes a larger supply).

Maximum Quantity Limit
For certain Prescription Medications, the Claims Administrator establishes maximum quantities other than those described previously. This means that, for those medications, there is a limit on the amount of medication that will be covered during a period of time. The Claims Administrator uses information from the United States Food and Drug Administration (FDA) and from scientific publications to establish these
maximum quantities. When You take a Prescription Order to a Participating Pharmacy or request a
Prescription Medication refill and use Your Plan identification card, the Pharmacy will let You know if a
quantity limitation applies to the medication. You may also find out if a limit applies by contacting
Customer Service. The Plan does not cover any amount over the established maximum quantity, except if
the Claims Administrator determines the amount is Medically Necessary. The prescribing Provider must
provide medical information in order to establish whether the amount in excess of the established
maximum quantity is Medically Necessary.

Refills
- The Plan will cover refills from a Pharmacy when You have taken 75 percent of the previous
prescription or 70 percent of the previous topical ophthalmic prescription. However, Schedule II or III
controlled substance medications may be refilled only after You have taken 85 percent of the
previous prescription.
- Refills obtained from a Mail-Order Supplier are allowed after You have taken all but 20 days of the
previous Prescription Order. If You refill Your Prescription Medications sooner, You will be
responsible for the full costs of these Prescription Medications and these costs will not count toward
any applicable Deductible or Out-of-Pocket Maximum. If You feel You need a refill sooner than
allowed, a refill exception will be considered at the Claims Administrator's discretion on a case-by-
case basis. Request an exception by calling Customer Service.
- If You receive maintenance medications for chronic conditions, You may qualify for prescription refill
synchronization which allows refilling Prescription Medications on the same day of the month. For
further information on prescription refill synchronization, call Customer Service.

Prescription Medications Dispensed by Excluded Pharmacies
A Pharmacy may be excluded if it has been investigated by the Office of the Inspector General (OIG) and
appears on the OIG's exclusion list. If You are receiving medications from a Pharmacy that is later
determined by the OIG to be an excluded Pharmacy, You will be notified, after Your claim has been
processed, that the Pharmacy has been excluded, so that You may obtain future Prescription Medications
from a non-excluded Pharmacy. The Claims Administrator does not permit excluded Pharmacies to
submit claims after the excluded Pharmacies have been added to the OIG list.

Manufacturer Coupons
Any reduction in Your cost-sharing resulting from the use of a drug manufacturer coupon is subject to
review by the Claims Administrator. Your use of a drug manufacturer coupon will be applied to Your Out-
of-Pocket Maximum. However, if application of any drug manufacturer coupon savings is found to have
caused You to exceed Your Out-of-Pocket Maximum, You will not be refunded the coupon amount that
exceeds Your Out-of-Pocket Maximum.

EXCLUSIONS
In addition to the exclusions in the General Exclusions section, the following exclusions apply to this
Prescription Medication Benefits section:

Biological Sera, Blood or Blood Plasma

Bulk Powders
Non-FDA approved bulk powders that are not included on the Claims Administrator's Drug List (which
requires a Prescription Order by a Physician or Practitioner).

Cosmetic Purposes
Prescription Medications used for cosmetic purposes, including, but not limited to: removal, inhibition or
stimulation of hair growth; anti-aging; repair of sun-damaged skin; or reduction of redness associated with
rosacea.

Diagnostic Agents
Medications used to aid in diagnosis rather than treatment. Coverage for these medications may
otherwise be provided under the Medical Benefits section.
Foreign Prescription Medications
The Plan does not cover foreign Prescription Medications for non-Emergency Medical Conditions while traveling outside the United States.

General Anesthetics
Coverage for general anesthetics may otherwise be provided under the Medical Benefits section.

Glucometers
Coverage for glucometers is provided under the Durable Medical Equipment benefit in the Medical Benefits section of this Booklet.

Insulin Pumps and Pump Administration Supplies
Coverage for insulin pumps and supplies is provided under the Durable Medical Equipment benefit in the Medical Benefits section of this Booklet.

Medical Foods
Coverage for these products may otherwise be provided under the Medical Benefits section.

Non-Self-Administrable Medications
Coverage for these medications may otherwise be provided under the Medical Benefits section or as specifically indicated in this Prescription Medications benefit.

Nonprescription Medications
Medications that by law do not require a Prescription Order, for example, over-the-counter medications, including vitamins, minerals, food supplements, homeopathic medicines, and nutritional supplements, except medications included on the Claims Administrator's Drug List, approved by the FDA, and prescribed by a Physician or Practitioner licensed to prescribe Prescription Medications. This includes medications listed as over-the-counter in standard drug references, regardless of state law prescription requirements, such as pseudoephedrine and cough syrup products.

Prescription Medications Dispensed in a Facility
Prescription Medications dispensed to You while You are a patient in a Hospital, Skilled Nursing Facility, nursing home or other health care institution. Coverage for these medications may otherwise be provided under the Medical Benefits section. Medications dispensed upon discharge should be processed under this benefit if obtained from a Pharmacy.

Prescription Medications for the Treatment of Infertility

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

Prescription Medications Not Approved by the United States Food and Drug Administration (USFDA)

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

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

Prescription Medications without Examination
The Plan does not cover prescriptions made by a Provider without recent and relevant in-person or Telemedicine examination of the patient, whether the Prescription Order is provided by mail, telephone, internet or some other means. An examination is "recent" if it occurred within 12 months of the date of the Prescription Order and is "relevant" if it involved the diagnosis, treatment or evaluation of the same or a related condition for which the Prescription Medication is being prescribed.
Professional Charges for Administration of Any Medication
Repackaged Medications, Institutional Packs and Clinic Packs

DEFINITIONS
The following definitions apply to this Prescription Medication Benefits section:

Brand-Name Medication and Preferred Brand-Name Medication means a Prescription Medication that is marketed and sold by limited sources or is listed in widely accepted references (or as specified by the Claims Administrator) as a Brand-Name Medication based on manufacturer and price.

Compound Medication means two or more medications that are mixed together by the Pharmacist. To be covered, Compound Medications must contain a Prescription Medication that has been approved by the FDA and may be subject to review for Medical Necessity.

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

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

Emergency Fill means a limited dispensed amount of medication that allows time for the processing of a preauthorization request. Emergency fill only applies to those circumstances where a Claimant goes to a contracted pharmacy with an immediate therapeutic need for a prescribed medication that requires a prior authorization.

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

Mail-Order Supplier means a mail-order Pharmacy with which the Claims Administrator has contracted for mail-order services.

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

Pharmacy means any duly licensed outlet in which Prescription Medications are dispensed. A Participating Pharmacy means either a Pharmacy with which the Claims Administrator has a contract or a Pharmacy that participates in a network for which the Claims Administrator has contracted to have access. Participating Pharmacies have the capability of submitting claims electronically. A Nonparticipating Pharmacy means a Pharmacy with which the Claims Administrator neither has a contract nor has contracted access to any network it belongs to. Nonparticipating Pharmacies may not be able to submit claims electronically.

Pharmacy and Therapeutics (P&T) Committee means an officially chartered group of practicing Physicians and Pharmacists, all of whom are free from conflict of interest of drug manufacturers and the majority of whom are free from conflict of interest of Your coverage, who review the medical and scientific literature regarding medication use and provide input and oversight of the development of the Drug List and medication policies.
Prescription Medications (also Prescribed Medications) means medications and biologicals that relate directly to the treatment of an Illness or Injury, legally cannot be dispensed without a Prescription Order and by law must bear the legend: "Prescription Only," or as specifically included on the Claims Administrator's Drug List.

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

Self-Administrable Prescription Medications, Self-Administrable Medications, Self-Administrable Injectable Medications, or Self-Administrable Cancer Chemotherapy Medications means a Prescription Medication labeled by the manufacturer as intended to be safely administered by You or Your caregiver outside a medically supervised setting (such as a Hospital, Physician’s office or clinic). For purposes of this definition, Self-Administrable Cancer Chemotherapy Medications include oral Prescription Medications used to kill or slow the growth of cancerous cells. Information from the manufacturer, scientific literature, practice standards, Medicare practices, Medical Necessity and other information that is considered a relevant and reliable indication of safety and acceptability is used to determine a Self-Administrable Medication. Your status, such as Your ability to administer the medication, will not be considered when determining whether a medication is self-administrable.

Specialty Medication and Preferred Specialty Medication means a medication that may be used to treat complex conditions, including, but not limited to, multiple sclerosis, rheumatoid arthritis, cancer and hepatitis C. Information from the manufacturer, scientific literature, practice standards, Medicare practices and other information that is considered relevant and reliable is used to determine a Specialty Medication. For a list of such medications, visit the Web site or contact Customer Service.

Specialty Pharmacy means a Pharmacy that specializes in the distribution and medication management services of high cost injectables and Specialty Medications. To find a Specialty Pharmacy, visit the Web site or contact Customer Service.
**Care Management Program**

Because of Regence's involvement as the Claims Administrator, You have access to the following Group-sponsored care management program. Your employer has chosen to provide this benefit to You. To the extent any part of this program is also a benefit under the Medical Benefits or other benefit of the Plan, the Medical Benefits or other benefit applies first and until that benefit is exhausted.

**CASE MANAGEMENT**

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

To learn more or to make a referral to case management, call 1 (866) 543-5765.

**ALTERNATIVE BENEFITS**

Alternative benefits means benefits for services or supplies that are not otherwise covered under the Plan, but for which the Claims Administrator may approve coverage after case management evaluation and analysis. The Plan may cover alternative benefits through case management if the Claims Administrator determines that alternative benefits are Medically Necessary and will result in overall reduced covered costs and improved quality of care. Before coverage of alternative benefits and before the processing of claims for alternative benefits, the Claims Administrator, You or Your legal representative and, if required by the Claims Administrator, Your Physician or other Provider, must agree in writing to the specific terms and conditions for payment. Alternative benefits are approved on a case-specific basis only. The fact that the Plan may cover alternative benefits for You does not set any precedent for coverage of continued or additional alternative benefits for You, or anyone else covered under the Plan.

**REGENCE CONDITION MANAGER**

Regence Condition Manager is a support and education program for people with chronic conditions such as diabetes, heart disease, asthma and/or depression. The Claims Administrator's nurses and behavioral health care coordinators provide tailored educational materials, tools and other services to help You get on track with Your care--and stay there. They can help You understand the care plan You've developed with Your Physician, and make smarter choices for better health.

To learn more, call 1 (866) 543-5765.

**REGENCE ADVICE 24**

Registered nurses are available 24/7 to answer Your health-related questions and help You make informed decisions about when, where and if to seek care. If You're not sure whether to visit the emergency room, see Your doctor or treat Your condition at home, the nurses are there, day or night.

Regence Advice 24 nurses have access to information about more than 5,500 health topics to ensure You receive the right care.

Call the Advice 24 hotline any time-24 hours a day, seven days a week at 1 (800) 267-6729.
General Exclusions

The following are the general exclusions from coverage. Other exclusions may apply and, if so, will be described elsewhere.

_PREEXISTING CONDITIONS_

This coverage does not have an exclusion period for treatment of Preexisting Conditions. A Preexisting Condition normally means a physical or mental condition for which medical advice, diagnosis, care or treatment was recommended or received within a specified period of time before the enrollment date.

_SPECIFIC EXCLUSIONS_

The Plan will not provide benefits for any of the following conditions, treatments, services, supplies or accommodations, including any direct complications or consequences that arise from them. However, these exclusions will not apply with regard to an otherwise Covered Service for: 1) an Injury, if the Injury results from an act of domestic violence or a medical condition (including physical and mental) and regardless of whether such condition was diagnosed before the Injury; or 2) a preventive service as specified under the Preventive Care and Immunizations benefit in the Medical Benefits section or in the Prescription Medication Benefits section.

**Activity Therapy**
Creative arts, play, dance, aroma, music, equine, or other animal-assisted, recreational, or similar therapy; sensory movement groups; and wilderness or adventure programs.

**Assisted Reproductive Technologies**
Assisted reproductive technologies (including, but not limited to, cryogenic or other preservation, storage and thawing (or comparable preparation) of egg, sperm, or embryo; in vitro fertilization, artificial insemination, embryo transfer or other artificial means of conception), or associated surgery, drugs, testing or supplies, regardless of underlying condition or circumstance.

**Certain Therapy, Counseling, and Training**
Educational, vocational, social, image, milieu, or marathon group therapy, premarital or marital counseling, IAP/EAP services; job skills or sensitivity training.

**Conditions Caused By Active Participation In a War or Insurrection**
The treatment of any condition caused by or arising out of a Claimant's active participation in a war or insurrection.

**Conditions Incurred In or Aggravated During Performances In the Uniformed Services**
The treatment of any Claimant's condition that the Secretary of Veterans Affairs determines to have been incurred in, or aggravated during, performance of service in the uniformed services of the United States.

**Cosmetic Services and Supplies**
Cosmetic means services or supplies that are applied to normal structures of the body primarily to improve or change appearance.

**Counseling**
Counseling in the absence of Illness, except as covered under the Preventive Care and Immunizations benefit.

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

**Dental Services**
Except as specifically provided under the Repair of Teeth benefit of this Booklet, the Plan does not cover Dental Services and supplies provided to prevent, diagnose, or treat diseases or conditions of the teeth and adjacent supporting soft tissues, including treatment that restores the function of teeth.
Expenses Before Coverage Begins or After Coverage Ends
Services and supplies incurred before Your Effective Date under the Plan or after Your termination under the Plan.

Family Counseling
Family counseling is excluded unless the patient is a child or adolescent with a covered diagnosis, and the family counseling is part of the treatment.

Family Planning
Over-the-counter contraceptive supplies, except as covered under the Prescription Medication Benefits section.

Fees, Taxes, Interest
Charges for shipping and handling, postage, interest or finance charges that a Provider might bill. The Plan also does not cover excise, sales or other taxes; surcharges; tariffs; duties; assessments; or other similar charges whether made by federal, state or local government or by another entity, unless required by law or as outlined in the Durable Medical Equipment benefit.

Government Programs
Benefits that are covered, or would be covered in the absence of this Plan, by any federal, state or government program, except for facilities that contract with the Claims Administrator and except as required by law, such as for cases of Emergency Medical Conditions or for coverage provided by Medicaid. Expenses from government facilities outside the Service Area are not covered under the Plan (except for facilities contracting with the local Blue Cross and/or Blue Shield plan or as required by law for emergency services).

Hearing Aids, and Other Hearing Devices
Hearing aids, (externally worn or surgically implanted) and other hearing devices, except for cochlear implants, or as provided in the Hearing Aids benefit, if any, in this Booklet.

Hypnotherapy and Hypnosis Services
Hypnotherapy and hypnosis services and associated expenses, including, but not limited to, use of such services for the treatment of painful physical conditions, mental health and substance use disorders or for anesthesia purposes.

Illegal Services, Substances and Supplies
Services, substances, and supplies that are illegal as defined under federal law.

Individual Education Program (IEP)
Services or supplies, including, but not limited to, supplementary aids, services and supports provided under an individualized education plan developed and adopted pursuant to the Individuals with Disabilities Education Act.

Infertility Treatment
Treatment of infertility, including but not limited to surgery, uterine transplants, fertility drugs and medications.

Investigational Services
Investigational treatments or procedures (Health Interventions), services, supplies and accommodations provided in connection with Investigational treatments or procedures (Health Interventions). Also excluded are any services or supplies provided under an Investigational protocol. Refer to the expanded definition of Experimental/Investigational in the Definitions section.

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

**Non-Direct Patient Care**
Services that are not considered direct patient care or telemedicine, including charges for:

- appointments scheduled and not kept ("missed appointments");
- preparing or duplicating medical reports and chart notes;
- itemized bills or claim forms (even at the Claims Administrator’s request); and
- visits or consultations that are not in person (including telephone consultations and e-mail exchanges), except as provided under the Telemedicine benefit.

**Obesity or Weight Reduction/Control**
The Plan does not cover medical treatment, medications, surgical treatment (including revisions, reversals, and treatment of complications), programs or supplies that are intended to result in or relate to weight reduction, regardless of diagnosis or psychological conditions, except to the extent Covered Services are required as part of the USPSTF, HRSA, or CDC requirements.

**Orthognathic Surgery**
Services and supplies for orthognathic surgery not required due to temporomandibular joint disorder, Injury, sleep apnea or congenital anomaly. Orthognathic surgery means surgery to manipulate facial bones, including the jaw, in patients with facial bone abnormalities resulting from abnormal development to restore the proper anatomic and functional relationship of the facial bones.

**Personal Comfort Items**
Items that are primarily for comfort, convenience, cosmetics, environmental control or education. For example, telephones, televisions, air conditioners, air filters, humidifiers, whirlpools, heat lamps, light boxes and therapy or service animals, including the cost of training and maintenance, are not covered.

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

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

**Reversal of Sterilization**
Services and supplies related to reversal of sterilization.

**Riot, Rebellion, War and Illegal Acts**
Services and supplies for treatment of an Illness, Injury or condition caused by a Claimant's voluntary participation in a riot, war, armed invasion or aggression, insurrection or rebellion or sustained by a Claimant arising directly from an act deemed illegal by an officer or a court of law.

**Routine Foot Care**

**Routine Hearing Exams**

**Self-Help, Self-Care, Training or Instructional Programs**
The Plan does not cover self-help, non-medical self-care, training programs, including:

- childbirth-related classes including infant care; and
- instructional programs including those that teach a person how to use Durable Medical Equipment or how to care for a family member.
Services and Supplies Provided by a Member of Your Family
Services and supplies provided to You by a member of Your immediate family. "Immediate family" means:

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

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

Services for Administrative or Qualification Purposes
Physical or mental examinations and associated services, such as laboratory or similar tests, primarily for administrative or qualification purposes. Such purposes include, but are not limited to, admission to or remaining in a school, camp, sports team, the military or other institution; athletic training evaluation; legal proceedings, such as establishing paternity or custody; qualification for employment, marriage, insurance, occupational injury benefits, licensure or certification; or immigration or emigration.

Sexual Dysfunction
Treatment, services and supplies (including medications) for or in connection with sexual dysfunction, regardless of cause, except for covered Mental Health Services or as outlined in the Prescription Medication Benefits section.

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

Third-Party Liability
Services and supplies for treatment of Illness or Injury for which a third party is or may be responsible.

Travel and Transportation Expenses
Travel and transportation expenses when the transportation is for personal or convenience purposes, except for travel expenses specified under the Gene Therapy and Adoptive Cellular Therapy benefit.

Varicose Veins Treatment
Treatment of varicose veins, except when there is associated venous ulceration or persistent or recurrent bleeding from ruptured veins.

Vision Care
Routine eye exam, vision hardware, visual therapy, training and eye exercises, vision orthoptics, surgical procedures to correct refractive errors/astigmatism, and reversals or revisions of surgical procedures which alter the refractive character of the eye.

Wigs
Wigs or other hair replacements regardless of the reason for hair loss or absence.
**Work-Related Conditions**
Expenses for services and supplies incurred as a result of any work-related Illness or Injury, including any claims that are resolved related to a disputed claim settlement. The Claims Administrator may require the Claimant to file a claim for workers' compensation benefits before providing any benefits under this coverage. The Plan does not cover services and supplies received for work-related Illnesses or Injuries even if the service or supply is not a covered workers' compensation benefit. The only exception is if a Participant or their enrolled spouse or domestic partner are exempt from state or federal workers' compensation law.
Claims Administration

This section explains administration of benefits and claims, including situations where Your health care expenses are the responsibility of a source other than the Plan.

SUBMISSION OF CLAIMS AND REIMBURSEMENT

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

Category 1 and Category 2 Claims and Reimbursement

You must present Your Plan identification card to a preferred or participating Provider and furnish any additional information requested. The Provider will give the Claims Administrator the information needed to process Your claim.

A preferred or participating Provider will be paid directly for Covered Services. These Providers have agreed to accept the Allowed Amount as payment for Covered Services. Your share of the Allowed Amount is any amount You must pay due to Deductible, Copayment and/or Coinsurance. These Providers may require You to pay Your share at the time You receive care or treatment.

Category 3 Claims and Reimbursement

In order for Covered Services to be paid, You or the nonparticipating Provider must first send the Claims Administrator a claim. If the treatment is for an Injury, include a statement explaining the date, time, place and circumstances of the Injury when You send the claim. Be sure the claim is complete and includes the following information:

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

The Claims Administrator's standard policy is to make payment for nonparticipating Provider claims by issuing a joint payee check to both the Claimant and the Provider or, with submission of sufficient documentation that the Claimant has already "paid in full", on a check issued solely to the Claimant. However, in some situations the Claims Administrator may choose to pay the nonparticipating Provider directly by check issued solely to the Provider.

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

Timely Filing of Claims

You must provide written proof of loss within one year after the date of service of the claim. If You can show that it was not reasonably possible to provide such proof and that such proof was provided as soon as reasonably possible, failure to furnish proof within the time required will not invalidate or reduce any claim. A claim that is not filed in a timely manner will be denied unless You can reasonably demonstrate that the claim could not have been filed in a timely manner. You may appeal a denial in order to demonstrate that the claim could not have been filed in a timely manner, as outlined in the Appeal process.

Ambulance Claims

When You or Your Provider submits a claim for ambulance services, it must show the location the patient was picked up from and the facility where he or she was taken. It should also show the date of service, the patient's name and the patient's group and identification numbers.
Claims Determinations
Within 30 days of the Claims Administrator's receipt of a claim, You will be notified of the action taken. However, this 30-day period may be extended by an additional 15 days when action cannot be taken on the claim due to lack of information or extenuating circumstances. You will be notified of the extension within the initial 30-day period and provided an explanation why the extension is necessary. If additional information is required to process the claim, You will be allowed at least 45 days to provide it. If the Claims Administrator does not receive the requested information within the time allowed, the claim will be denied.

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

When care is received outside of the Claims Administrator's Service Area, it will be received from one of two kinds of Providers. Most Providers ("participating Providers") contract with the local Blue Cross and/or Blue Shield Licensee in that geographic area ("Host Blue"). Some Providers ("nonparticipating Providers") don't contract with the Host Blue. This section explains below how the Plan pays both kinds of Providers.

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

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

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

Often, this "negotiated price" will be a simple discount that reflects an actual price that the Host Blue pays to the Claimant's health care Provider. Sometimes, it is an estimated price that takes into account special arrangements with the Claimant's health care Provider or Provider group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of health care Providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or underestimation of modifications of past pricing of claims, as noted above. However, such adjustments will not affect the price the Claims Administrator uses for the Claimant's claim because they will not be applied after a claim has already been paid.

Value-Based Programs
If Covered Services are received under a Value-Based Program inside a Host Blue's service area, the Claimant will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to the Claims Administrator through average pricing or fee schedule adjustments.

For the purpose of this section, the following definitions apply.

- Value-Based Program: An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local Providers that is evaluated against cost and quality metrics/factors and is reflected in Provider payment.
- Provider Incentive: An additional amount of compensation paid to a healthcare Provider by a Blue Cross and/or Blue Shield Plan, based on the Provider's compliance with agreed-upon procedural and/or outcome measures for a particular group of covered persons.

- A Care Coordination Fee is a fixed amount paid by a Blue Cross and/or Blue Shield Licensee to Providers periodically for Care Coordination under a Value-Based Program.

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

Federal law or state law may require a surcharge, tax or other fee that applies to self-funded accounts. If applicable, any such surcharge, tax or other fee will be included as part of the claim charge passed on to the Claimant.

**Nonparticipating Providers Outside the Claims Administrator's Service Area**

- Liability Calculation. When Covered Services are provided outside of the Claims Administrator's Service Area by nonparticipating Providers, the amount the Claimant pays for such services will normally be based on either the Host Blue's nonparticipating Provider local payment or the pricing arrangements required by applicable state law. In these situations, the Claimant may be responsible for the difference between the amount that the nonparticipating Provider bills and the payment that will be made for the Covered Services as set forth in this paragraph. Federal or state law, as applicable, will govern payments for nonparticipating emergency services.

- Exceptions. In certain situations, other payment methods may be used, such as billed covered charges, the payment that would have been made if the health care services had been obtained within the Claims Administrator's Service Area, or a special negotiated payment to determine the amount that will be paid for services provided by nonparticipating Providers. In these situations, the Claimant may be liable for the difference between the amount that the nonparticipating Provider bills and the payment the Claims Administrator will make for the Covered Services as set forth in this paragraph.

**BLUE CROSS BLUE SHIELD GLOBAL® CORE**

If You are outside the United States You may be able to take advantage of the Blue Cross Blue Shield Global Core when accessing covered health services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the United States in certain ways. For instance, although the Blue Cross Blue Shield Global Core assists You with accessing a network of inpatient, outpatient and professional Providers, the network is not served by a Host Blue. As such, when You receive care from Providers outside the United States, You will typically have to pay the Providers and submit the claims Yourself to obtain reimbursement for these services.

If You need medical assistance services (including locating a doctor or hospital) outside the United States, You should call the service center at 1 (800) 810-BLUE (2583) or call collect at 1 (804) 673-1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, will arrange a physician appointment or hospitalization, if necessary.

- **Inpatient Services**
  In most cases, if You contact the service center for assistance, Hospitals will not require You to pay for covered inpatient services, except for Your applicable Deductible, Coinsurance, etc. In such cases, the Hospital will submit Your claims to the service center to begin claims processing. However, if You paid in full at the time of services, You must submit a claim to receive reimbursement for covered healthcare services.

- **Outpatient Services**
  Physicians, urgent care centers and other outpatient providers located outside the United States will typically require You to pay in full at the time of services. You must submit a claim to obtain reimbursement for covered healthcare services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**
  When You pay for covered healthcare services outside the BlueCard service area, You must submit a claim to obtain reimbursement. For institutional and professional claims, You should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the Provider's itemized bill(s)
to the service center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of Your claim. The claim form is available from the Claims Administrator, the service center or online at www.bcbsglobalcore.com. If You need assistance with Your claim submission, You should call the service center at 1 (800) 810-BLUE (2583) or call collect at 1 (804) 673-1177, 24 hours a day, seven days a week.

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

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

This claims recovery provision in no way reduces the Plan's right to reimbursement or subrogation. Refer to the other-party liability provision in the Claims Administration section for additional information.

SUBROGATION AND RIGHT OF RECOVERY
The provisions of this section apply to all current or former Plan participants and also to the parents, guardian, or other representative of a dependent child who incurs claims and is or has been covered by the Plan. No adult covered person hereunder may assign any rights that he or she may have to recover medical expenses from any tortfeasor or other person or entity to any minor child or children of said adult covered person without the prior express written consent of the Plan. These provisions will apply to all claims arising from Your Illness or Injury, including, but not limited to, wrongful death, survival or survivorship claims brought on Your, Your estate's or Your heirs' behalf, regardless of whether medical expenses were or could be claimed. "You" or "Your" includes anyone on whose behalf the Plan pays benefits.

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

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

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

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

**Constructive Trust**

By accepting benefits (whether the payment of such benefits is made to You or made on Your behalf to any provider) You agree that if You receive any payment as a result of an Injury, Illness or condition, You will serve as a constructive trustee over those funds. Failure to hold such funds in trust will be deemed a breach of Your fiduciary duty to the Plan. No disbursement of any settlement proceeds or other recovery funds from any insurance coverage or other source will be made until the health Plan's subrogation and reimbursement interest are fully satisfied.

**Lien Rights**

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

**Assignment**

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

**First-Priority Claim**

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

**Applicability to All Settlements and Judgments**

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

**Cooperation**

You agree to cooperate fully with the Plan's efforts to recover benefits paid. It is Your duty to notify the Plan within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of Your intention to pursue or investigate a claim to recover damages or obtain compensation due to Your Injury, Illness or condition. You and Your agents agree to provide the Plan or its representatives notice of any recovery You or Your agents obtain prior to receipt of such recovery funds or within five days if no notice was given prior to receipt of recovery funds. Further, You and Your agents agree to provide notice prior to any disbursement of settlement or any other recovery funds obtained. You and Your agents shall provide all information requested by the Plan, the Claims Administrator or its representative including, but not limited to, completing and submitting any applications or other forms or statements as the Plan may reasonably request and all documents related to or filed in personal Injury litigation. Failure to provide this information, failure to assist the Plan in pursuit of its subrogation rights or failure to reimburse the Plan from any settlement or recovery You receive may result in the denial of any future benefit payments or claim until the Plan is reimbursed in full, termination of Your health benefits or the institution of court proceedings against You.
You shall do nothing to prejudice the Plan’s subrogation or recovery interest or prejudice the Plan’s ability to enforce the terms of this Plan provision. This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full cost of all benefits provided by the Plan or disbursement of any settlement proceeds or other recovery prior to fully satisfying the health Plan’s subrogation and reimbursement interest.

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

**Workers’ Compensation**

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

**Future Medical Expenses**

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

**Interpretation**

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

**Jurisdiction**

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

**Maintenance of Benefits**

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

The order of benefit determination rules govern the order which each plan will pay a claim for benefits. The plan that pays first is called the Primary Plan. The Primary Plan must pay benefits according to its policy terms without regard to the possibility that an Other Plan may cover some expenses. The plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all plans do not exceed 100 percent of the total Allowable Expense.

Maintenance of benefits is the form of coordination used by This Plan and it is important to note that this Maintenance of Benefits provision limits what This Plan will pay when it is in other than the Primary Plan position so that This Plan’s payment will not cause the total benefits available under all plans to exceed what This Plan would have paid if it had been primary. This means that it is not necessarily advantageous for Your Dependents to enroll under multiple plans because the total payments from all plans may not be more than what would have been paid had This Plan been the only coverage.

**Definitions**

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

An Other Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no coordination of benefits among those separate contracts. However, if coordination of benefits rules do not apply to all contracts, or to all...
benefits in the same contract, the contract or benefit to which coordination of benefits does not apply is treated as a separate plan.

- Other Plan includes: group, individual or blanket disability insurance contracts, and group or individual contracts issued by health care service contractors or health maintenance organizations (HMO), Closed Panel Plans or other forms of group coverage; medical care components of long-term care contracts, such as skilled nursing care; and Medicare or any other federal governmental plan, as permitted by law.

- Other Plan does not include: hospital indemnity or fixed payment coverage or other fixed indemnity or fixed payment coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for nonmedical components of long-term care policies; automobile insurance policies required by statute to provide medical benefits; Medicare supplement policies; Medicaid coverage; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under the above bullet points is a separate plan. If a plan has two parts and coordination of benefits rules apply only to one of the two, each of the parts is treated as a separate plan.

This Plan means the part of the Booklet providing the health care benefits to which the MOB provision applies and which may be reduced because of the benefits of Other Plans. Any other part of the Booklet providing health care benefits is separate from This Plan. A contract may apply one coordination of benefits provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

The order of benefit determination rules determine whether This Plan is a "Primary Plan" or "Secondary Plan" when You have health care coverage under more than one plan.

Allowable Expense is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any plan covering You. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any plan covering You is not an Allowable Expense.

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

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

- The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable Expense, unless one of the plans provides coverage for private hospital room expenses.
- If You are covered by two or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement method or other similar reimbursement method, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
- If You are covered by two or more plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.

Closed Panel Plan is a plan that provides health care benefits to You in the form of services through a panel of Providers who are primarily employed by the plan, and that excludes coverage for services provided by other Providers, except in cases of emergency or referral by a panel member.

Custodial Parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the Calendar Year excluding any temporary visitation.

Order of Benefit Determination Rules
When You are covered by two or more plans, the rules for determining the order of benefit payments are as follows. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any Other Plan. A plan that does not contain a coordination of benefits provision that is consistent with chapter 284-51 of the Washington Administrative Code is always primary.
unless the provisions of both plans state that the complying plan is primary, except coverage that is
obtained by virtue of membership in a group that is designed to supplement a part of a basic package of
benefits and provides that this supplementary coverage is excess to any other parts of the plan provided
by the contract holder. Examples include major medical coverages that are superimposed over hospital
and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel
Plan to provide out-of-network benefits. A plan may consider the benefits paid or provided by an Other
Plan in calculating payment of its benefits only when it is secondary to that Other Plan.

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

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

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

- For a child whose parents are married or are living together, whether or not they have ever been
  married:
  - The plan of the parent whose birthday falls earlier in the Calendar Year is the Primary Plan; or
  - If both parents have the same birthday, the plan that has covered the parent the longest is the
    Primary Plan.

- For a child whose parents are divorced or separated or not living together, whether or not they have
  ever been married:
  - If a court decree states that one of the parents is responsible for the child's health care expenses
    or health care coverage and the plan of that parent has actual knowledge of those terms, that
    plan is primary. This rule applies to claim determination periods commencing after the plan is
given notice of the court decree;
  - If a court decree states one parent is to assume primary financial responsibility for the child but
does not mention responsibility for health care expenses, the plan of the parent assuming
financial responsibility is primary;
  - If a court decree states that both parents are responsible for the child's health care expenses or
    health care coverage, the provisions of the first bullet point above (for child(ren) whose parents
    are married or are living together) determine the order of benefits;
  - If a court decree states that the parents have joint custody without specifying that one parent has
    responsibility for the health care expenses or health care coverage of the child, the provisions of
    the first bullet point above (for child(ren) whose parents are married or are living together)
determine the order of benefits; or
  - If there is no court decree allocating responsibility for the child's health care expenses or health
care coverage, the order of benefits for the child are as follows:
    The plan covering the Custodial Parent, first;
    The plan covering the spouse of the Custodial Parent, second;
    The plan covering the noncustodial parent, third; and then
    The plan covering the spouse of the noncustodial parent, last.

- For a child covered under more than one plan of individuals who are not the parents of the child, the
  provisions of the first or second bullet points above (for child(ren) whose parents are married or are
living together or for child(ren) whose parents are divorced or separated or not living together) determine the order of benefits as if those individuals were the parents of the child.

**Active Employee or Retired or Laid-off Employee.** The plan that covers You as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The plan covering You as a retired or laid-off employee is the Secondary Plan. The same would hold true if You are a Dependent of an active employee and You are a Dependent of a retired or laid-off employee. If the Other Plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule under the Non-Dependent or Dependent provision above can determine the order of benefits.

**COBRA or State Continuation Coverage.** If Your coverage is provided under COBRA or under a right of continuation provided by state or other federal law, the plan covering You as an employee, member, subscriber or retiree or covering You as a Dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the Other Plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule under the Non-Dependent or Dependent provision above can determine the order of benefits.

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

If the preceding rules do not determine the order of benefits, the Allowable Expenses must be shared equally between the plans meeting the definition of This Plan or Other Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan.

**Effect on the Benefits of this Plan**
When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided will not total more than the amount that would have been paid had This Plan been the sole plan.

For example, say You are employed by the Plan Sponsor and You cover Yourself and Your spouse under This Plan, and Your spouse is also covered under his or her employer's plan. If Your spouse incurs an expense covered under both plans and Your spouse's plan is the Primary Plan, This Plan, when paying as the Other Plan, would either pay the amount which when added to the Primary Plan's payment would equal the amount This Plan would have paid had it been the Primary Plan or nothing if the Primary Plan's payment exceeded the amount This Plan would have paid had it been the Primary Plan.

**Right to Receive and Release Needed Information**
Certain facts about health care coverage and services are needed to apply these MOB rules and to determine benefits payable under This Plan and Other Plans. The Claims Administrator may get the needed facts from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and Other Plans covering You. The Claims Administrator need not tell, or get the consent of, any person to do this. You, to claim benefits under This Plan, must give the Claims Administrator any facts they need to apply those rules and determine benefits payable.

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

**Right of Recovery**
This Plan has the right to recover excess payment whenever it has paid Allowable Expenses in excess of the maximum amount of payment necessary to satisfy the intent of this provision. This Plan may recover excess payment from any person to whom or for whom payment was made or any other issuers or plans.
If You are covered by more than one health benefit plan, and You do not know which is Your Primary Plan, You or Your Provider should contact any one of the health plans to verify which plan is primary. The health plan You contact is responsible for working with the other plan to determine which is primary and will let You know within 30 calendar days.

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

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

If You or Your Representative (any Representative authorized by You) has a concern regarding a claim denial or other action under the Plan and wishes to have it reviewed, You may Appeal. There are two levels of Appeal, as well as additional voluntary Appeal levels You may pursue. Certain matters requiring quicker consideration qualify for a level of Expedited Appeal and are described separately later in this section.

APPEALS

Appeals can be initiated through either written or verbal request. A written request can be made by sending it to the Claims Administrator at: Attn: Appeals, Regence BlueShield, P.O. Box 2998, Tacoma, WA 98401-2998 or facsimile 1 (877) 663-7526. Verbal requests can be made by calling the Claims Administrator at 1 (866) 240-9580.

Each level of Appeal, except voluntary external review, must be pursued within 180 days of Your receipt of the Claims Administrator's determination (or, in the case of the first level, within 180 days of Your receipt of the Claims Administrator's original adverse decision that You are appealing). You, or Your Representative on Your behalf, will be given a reasonable opportunity to provide written materials. If You don't Appeal within this time period, You will not be able to continue to pursue the Appeal process and may jeopardize Your ability to pursue the matter in any forum.

If Your health could be jeopardized by waiting for a decision under the regular Appeal process, an expedited Appeal may be requested. See Expedited Appeals later in this section for more information.

First-Level Appeals

First-level Appeals are reviewed by a Claims Administrator employee or employees who were not involved in the initial decision that You are appealing. In Appeals that involve issues requiring medical judgment, the decision is made by the Claims Administrator's staff of healthcare professionals. For Post-Service Appeals, a written notice of the decision will be sent within 30 days of receipt of the Appeal. For Appeals involving a Pre-Service preauthorization of a procedure, the Claims Administrator will send a written notice of the decision within 15 days of receipt of the Appeal.

Second-Level Appeals

Second-level Appeals are reviewed by the Claims Administrator employee or employees who were not involved in, or subordinate to anyone involved in, the initial or the first-level decision. For Post-Service Appeals, a written notice of the decision will be sent within 30 days of receipt of the Appeal. For Appeals involving a Pre-Service preauthorization of a procedure, the Claims Administrator will send a written notice of the decision within 15 days of receipt of the Appeal.

VOLUNTARY EXTERNAL APPEAL - IRO

A voluntary Appeal to an Independent Review Organization (IRO) is available for issues involving medical judgment (including, but not limited to, those based on the Plan's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of a Covered Service; or the determination that a treatment is Investigational), but only after You have exhausted all of the applicable non-voluntary levels of Appeal, or if the Claims Administrator has failed to adhere to all claims and internal Appeal requirements. Voluntary External Appeals must be requested within four months of Your receipt of the notice of the prior adverse decision.

The Claims Administrator coordinates voluntary external Appeals, but the decision is made by an IRO at no cost to You. The Claims Administrator will provide the IRO with the Appeal documentation. The IRO will make its decision and provide You with its written determination within 45 days after their receipt of the request. Choosing the voluntary external Appeal as the final level to determine an Appeal will be binding in accordance with the IRO's decision and this section, except to the extent other remedies are available under State or Federal law.

The voluntary external Appeal by an IRO is optional and You should know that other forums may be utilized as the final level of Appeal to resolve a dispute You have under the Plan.
EXPEDITED APPEALS
An expedited Appeal is available if one of the following applies:

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

First-Level Expedited Appeal
The first-level expedited Appeal request should state the need for a decision on an expedited basis and must include documentation necessary for the Appeal decision. First-level expedited Appeals are reviewed by the Claims Administrator's staff of healthcare professionals who were not involved in, or subordinate to anyone involved in, the initial denial determination. A verbal notice of the decision will be provided to You and Your Representative as soon as possible after the decision, but no later than 72 hours of receipt of the Appeal. A written notification of the decision will be mailed to You within three calendar days of the verbal notification.

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

The Claims Administrator coordinates voluntary expedited external Appeals, but the decision is made by an IRO at no cost to You. The Claims Administrator will provide the IRO with the Appeal documentation. Verbal notice of the IRO's decision will be provided to You and Your Representative by the IRO as soon as possible after the decision, but no later than within 72 hours of its receipt of Your request, followed by written notification within 48 hours of the verbal notification. Choosing the voluntary expedited Appeal as the final level to determine an Appeal will be binding in accordance with the IRO's decision and this section.

The voluntary expedited Appeal by an IRO is optional and You should know that other forums may be used as the final level of expedited Appeal to resolve a dispute You have under the Plan, including, but not limited to, civil action.

INFORMATION
If You have any questions about the Appeal process outlined here, contact Customer Service at 1 (866) 240-9580 or write to Customer Service at the following address: Regence BlueShield, P.O. Box 2998, Tacoma, WA 98401-2998 or facsimile 1 (877) 663-7526.

DEFINITIONS SPECIFIC TO THE APPEAL PROCESS
Appeal means a written or verbal request from a Claimant or, if authorized by the Claimant, the Claimant's Representative, to change a previous decision made under the Plan concerning:

- access to health care benefits, including an adverse determination made pursuant to utilization management;
- claims payment, handling or reimbursement for health care services;
- matters pertaining to the contractual relationship between a Claimant and the Plan; and
- other matters as specifically required by state law or regulation.

Independent Review Organization (IRO) is an independent Physician review organization which acts as the decision-maker for voluntary external Appeals and voluntary expedited Appeals, through an independent contractor relationship with the Claims Administrator and/or through assignment to the Claims Administrator via state regulatory requirements. The IRO is unbiased and is not controlled by the Claims Administrator.

Post-Service means any claim for benefits that is not considered Pre-Service.
Pre-Service means any claim for benefits which must be approved in advance, in whole or in part, in order for a benefit to be paid.

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

In this section, the terms “You” and “Your” mean the Participant only.

This section explains how to enroll Yourself and/or Your eligible Dependents when first eligible, during a period of special enrollment or during an annual enrollment period. It describes when coverage under the Plan begins for You and/or Your eligible Dependents and the required enrollment documents.

INITIALLY ELIGIBLE, WHEN COVERAGE BEGINS

You will be entitled to enroll in coverage for Yourself and Your eligible Dependents within 31 days of Your first becoming eligible for coverage under the eligibility requirements in effect with the Plan Sponsor and as stated in the following paragraphs. Coverage for You and Your enrolling eligible Dependents will begin on the Effective Date.

Except as described under the special enrollment provision, if You and/or Your eligible Dependents do not enroll for coverage under the Plan when first eligible or You do not enroll in a timely manner, You and/or Your eligible Dependents must wait until the next annual enrollment period to enroll.

Retiree Eligibility

At age 65, employees are eligible for Medicare coverage and are no longer eligible for benefits under the City of Tacoma group plan with Regence BlueShield. An employee whose birthday is on or after the second day of the month will be entitled to Medicare coverage effective the first day of that month. For an employee whose birthday is the first of the month, Medicare coverage will be effective from the first day of the previous month. Medicare is the basic coverage plan for employees age 65 and over. Employees may purchase Supplement to Medicare coverage through Regence BlueShield or another carrier.

Retiree Dependent Eligibility

Your eligible spouse and eligible children up to age 26 may be enrolled at your retirement. Thereafter, your eligible spouse and eligible children may not enroll for coverage until the next open enrollment period. Open enrollment requests and inquiries should be directed to the Benefits Department.

Dependents

Your Dependents are eligible for coverage when You have listed them on the enrollment form or on subsequent change forms and when the Claims Administrator has enrolled them in coverage under the Plan. Dependents are limited to the following:

- The person to whom You are legally married (spouse).
- Your domestic partner. Note: beginning January 2017, Your domestic partner must be registered with the State of Washington. The Plan Sponsor will grandfather and continue to recognize domestic partnerships on file as of December 31, 2016, until the dissolution of the domestic partnership, or the separation of the employee, whichever occurs first.
- Your (or Your spouse's or Your domestic partner's) child who is under age 26 and who meets any of the following criteria:
  - Your (or Your spouse's or Your domestic partner's) natural child, step child, adopted child or child legally placed with You (or Your spouse or Your domestic partner) for adoption;
  - a child for whom You (or Your spouse or Your domestic partner) have court-appointed legal guardianship; and
  - a child for whom You (or Your spouse or Your domestic partner) are required to provide coverage by a legal qualified medical child support order (QMCSO).
- Your (or Your spouse's or Your domestic partner's) otherwise eligible child who is age 26 or over and incapable of self-support because of developmental disability, physical handicap or mental health diagnosis that prevents the child from establishing or maintaining consistent employment or independence that began before his or her 26th birthday, if You complete and submit the Claims Administrator's affidavit of dependent eligibility form, with written evidence of the child's incapacity, within 31 days of the later of the child's 26th birthday or Your Effective Date and either:
he or she is a Dependent immediately before his or her 26th birthday; or
- his or her 26th birthday preceeded Your Effective Date and he or she has been continuously covered as Your Dependent on group coverage since that birthday.

The Claims Administrator's affidavit of dependent eligibility form is available by visiting the Web site or by calling Customer Service. The Claims Administrator may request updates on the child's disability or handicap at reasonable times as considered necessary (but this will not be more often than annually following the dependent's 28th birthday).

**NEWLY ELIGIBLE DEPENDENTS**

You may enroll Dependents who become eligible for coverage after Your Effective Date by completing and submitting an enrollment request (and, for a non-registered domestic partner, an affidavit of qualifying domestic partnership) to the Claims Administrator. Application for enrollment of a new child by birth, adoption or Placement for Adoption must be made within 60 days of the date of birth, adoption or Placement for Adoption if payment of additional premium is required to provide coverage for the child. Application for enrollment of all other newly eligible Dependents must be made within 31 days of the Dependent's attaining eligibility. Coverage for such Dependents will begin on their Effective Dates. For a new child by birth, the Effective Date is the date of birth. For a new child adopted or placed for adoption within 60 days of birth, the Effective Date is the date of birth, if any associated additional premium has been paid within 60 days of birth. The Effective Date for any other child by adoption or Placement for Adoption is the date of Placement for Adoption. For other newly eligible Dependents, the Effective Date is the first day of the month following receipt of the application for enrollment.

**NOTE:** The regular benefits of the Plan will be provided for a newborn child for up to 21 days following birth when delivery of the child is covered under the Plan. Such benefits will not be subject to enrollment requirements for a newborn as specified here, or the payment of a separate charge for coverage of the child. Coverage, however, is subject to all provisions, limitations and exclusions of the Plan. No benefits will be provided after the 21st day unless the newborn is enrolled according to the enrollment requirements for a newborn.

**SPECIAL ENROLLMENT**

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

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

If You are already enrolled or if You declined coverage when first eligible and subsequently have one of the following qualifying events, You (unless already enrolled), Your spouse (or Your domestic partner) and any eligible children are eligible to enroll for coverage under the Plan within 31 days from the date of the qualifying event (except that where the qualifying event is involuntary loss of coverage under Medicaid or the Children's Health Insurance Program (CHIP), You have 60 days from the date of the qualifying event to enroll):

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

• You lose coverage under Medicaid or the Children's Health Insurance Program (CHIP).

For the above qualifying events, if enrollment is requested as specified, coverage will be effective on the first of the calendar month following the date of the qualifying event.

If You are already enrolled or if You declined coverage when first eligible and subsequently have one of the following qualifying events, You, (unless already enrolled), Your spouse (or Your domestic partner) and any eligible children are eligible to apply for coverage under the Plan within 31 days from the date of the qualifying event (except that, where the qualifying event is You and/or Your Dependent becoming eligible for premium assistance under Medicaid or Children's Health Insurance Program (CHIP), or the Washington State Department of Social and Health Services (DSHS) determination that it is cost-effective for an eligible Dependent to have coverage under the Plan, You have 60 days from the date of the qualifying event to enroll):

• You marry or begin a domestic partnership; or

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

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

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

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

ANNUAL ENROLLMENT PERIOD

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

DOCUMENTATION OF ELIGIBILITY

You must promptly furnish or cause to be furnished any information necessary and appropriate to determine the eligibility of a Dependent. Such information must be received before enrolling a person as a Dependent under the Plan.
When Coverage Ends

This section describes the situations when coverage will end for You and/or Your Dependents. You must notify the Claims Administrator within 31 days of the date on which an enrolled Dependent is no longer eligible for coverage.

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

AGREEMENT TERMINATION

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

WHAT HAPPENS WHEN YOU ARE NO LONGER ELIGIBLE

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

TERMINATION IF YOU ARE OTHERWISE NO LONGER ELIGIBLE

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

NONPAYMENT

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

WHAT HAPPENS WHEN YOUR DEPENDENTS ARE NO LONGER ELIGIBLE

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

Divorce, Annulment or Legal Separation

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

Death of the Enrolled Participant

In the case of Your death, coverage for Your Dependents may be extended for up to two months. Eligible Dependents should contact the Plan Sponsor for additional information.

Termination of Domestic Partnership

If Your domestic partnership terminates after the Effective Date (including any change in status such that You and Your domestic partner no longer meet any of the requirements outlined in the definition of a Dependent), eligibility ends for the domestic partner and the domestic partner's children (unless such children remain eligible by virtue of their continuing relationship to You) on the last day of the month following the date of termination of the domestic partnership. You are required to provide notice of the termination of a domestic partnership within 31 days of its occurrence.

Loss of Dependent Status

- Eligibility ends on the last day of the month in which an enrolled child exceeds the Dependent age limit.
• An enrolled child will also lose eligibility on the date the child is removed from placement if there is
disruption of placement before legal adoption.

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

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

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

COBRA is a continuation of this coverage for a limited time after certain events cause a loss of eligibility. COBRA continuation does not apply to all groups.

If the Plan is subject to COBRA, COBRA continuation is available to Your Dependents if they lose eligibility because:

- Your employment is terminated (unless the termination is for gross misconduct);
- Your hours of work are reduced;
- You die;
- You and Your spouse divorce or the marriage is annulled;
- You and Your domestic partner terminate the domestic partnership;
- You become entitled to Medicare benefits; or
- Your Dependent loses eligibility as a child under this coverage.

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

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

General Rules
Generally, You or Your Dependents are responsible for payment of the full cost for COBRA continuation coverage, plus an administration fee, even if the Plan Sponsor contributes toward the cost of those not on COBRA continuation. The administration fee is 2 percent or, during any period of extension for disability, 50 percent.

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

- Your divorce or annulment, termination of domestic partnership or a loss of eligibility of a child;
- Your initial loss of eligibility due to Your termination of employment or reduction in working hours and You experience another one of the events listed above; or
- a Social Security disability determination that You or Your Dependent was disabled for Social Security purposes at the time of a termination of employment or reduction in working hours or within the first 60 days of COBRA continuation following that event. (If a final determination is later made that You or Your Dependent is no longer disabled for Social Security purposes, You or Your Dependent must provide the Plan Sponsor notice of that determination within 31 days of the date it is made.)

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

If You or Your Dependents do not elect COBRA continuation coverage, coverage under the Plan will end according to the terms described in the Booklet and claims under the Plan for services provided on and after the date coverage ends will not be paid.

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

After You and/or Your Dependents' exhaust COBRA continuation coverage, an Individual policy may be available.
Other Continuation Options

This section describes situations when coverage may be extended for You and/or Your Dependents beyond the date of termination.

Medicare Supplement or Individual Contract

When eligibility under the Plan terminates, You may be eligible for coverage under an individual insurance policy or a Medicare supplement plan through the Claims Administrator. Additional information is available by contacting Customer Service.

- If You are eligible for Medicare, You may be eligible for coverage under one of the Claims Administrator’s Medicare supplement plans. To be eligible for continuous coverage, the Claims Administrator must receive Your application within 31 days following Your termination from the Plan.
  If You apply for a Medicare supplement plan within six months of enrolling in Medicare Part B coverage, the Claims Administrator will not require a health statement. After the six-month enrollment period, the Claims Administrator may require a health statement. Benefits and premiums under the Medicare supplement plan will be substantially different from the Plan.
- If You are not eligible for Medicare, You may be eligible for coverage under one of the Claims Administrator's individual plans. Benefits and premiums under the individual plan may be substantially different from the Plan.

If the Agreement terminates and the Plan Sponsor transfers its health care plan to another contract with the Claims Administrator or to another carrier and You are covered under that plan, this continuation option does not apply.
General Provisions and Legal Notices

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

CERTIFICATES OF CREDITABLE COVERAGE
Requests for and inquiries about required certificates relating to period(s) of creditable coverage under the Plan should be directed to the Plan Sponsor, or to the Claims Administrator at P.O. Box 2998, Tacoma, WA 98401-2998.

CHOICE OF FORUM
Any legal action arising out of the Plan benefit option described herein must be filed in a court in the state of Washington.

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

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

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

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

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

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

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

NOTICE OF PRIVACY PRACTICES
A Notice of Privacy Practices is available by calling Customer Service or visiting the Claims
Administrators Web site.

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

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

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION AND MEDICAL
RECORDS
It is important to understand that Your personal health information may be requested or disclosed by the
Claims Administrator. This information will be used in accordance with the Claims Administrator's Notice
of Privacy Practices. To request a copy, visit the Web site or contact Customer Service.

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

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

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

- billing statements;
- claim records;
- correspondence;
The Claims Administrator is required by law to protect Your personal health information, and must obtain prior written authorization from You to release information not related to routine health insurance operations. A Notice of Privacy Practices is available by visiting the Web site or contacting Customer Service.

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

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

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

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

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

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

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

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

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

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

The following are definitions of important terms used in this Booklet. Other terms are defined where they are first used.

PROVIDER DEFINITIONS

For Providers of care, we use the following terms:

Category 1 means the benefit reimbursement level for services that are received from a Contracted Provider that is in the Provider network: Preferred. Category 1 reimbursement is generally at the highest payment level and You will not be charged for balances beyond any Deductible, Copayment and/or Coinsurance for Covered Services. For services under the Gene Therapy and Adoptive Cellular Therapy benefit, Category 1 Providers include only Our identified Centers of Excellence for the particular therapy.

Category 2 means the benefit reimbursement level for services that are received from a Contracted Provider that is in the Provider network: Participating. Category 2 reimbursement is generally a lower payment level than Category 1, but You will not be charged for balances beyond any Deductible, Copayment and/or Coinsurance for Covered Services. For services under the Gene Therapy and Adoptive Cellular Therapy benefit, Category 2 Providers include any Provider that is not one of Our identified Centers of Excellence for the particular therapy.

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

Contracted Provider means a Provider that has a contract with the Claims Administrator or whose contract the Claims Administrator may access through a network leasing agreement. These Providers may or may not be in Your network.

Non-Contracted Provider means a Provider that does not have a contract with the Claims Administrator or whose contract cannot be accessed through a network leasing agreement. If a Covered Service is provided by a Non-Contracted Provider, the Provider may bill You the amount above the Allowed Amount. Note that most benefits provided by Non-Contracted Provider are not covered by the Plan, and You will be responsible to pay 100% of the Coinsurance amount for these benefits.

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

Practitioner means a healthcare professional, other than a Physician, who is duly licensed to provide medical or surgical services. Practitioners include, but are not limited to, chiropractors, psychologists, registered nurse practitioners, certified nurse midwives, certified registered nurse anesthetists, dentists (doctor of medical dentistry or doctor of dental surgery, or a denturist) and other professionals practicing within the scope of their respective licenses, such as massage therapists, physical therapists and mental health counselors.

Provider means a Hospital, Skilled Nursing Facility, ambulatory services facility, Physician, Practitioner or other individual or organization which is duly licensed to provide medical or surgical services.

GENERAL DEFINITIONS

Allowed Amount means:

- For preferred and participating Providers, the amount that they have contractually agreed to accept as full payment for a service or supply.
- For Non-Contracted (nonparticipating) Providers, the amount the Claims Administrator has determined to be reasonable charges for Covered Services or supplies. The Allowed Amount may be
based upon the billed charges, as determined by the Claims Administrator, or as otherwise required by law. Charges in excess of the Allowed Amount are not considered reasonable charges and are not reimbursable. For questions regarding the basis for determination of the Allowed Amount, contact the Claims Administrator.

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

Booklet is the description of the benefits for this coverage. The Booklet is part of the Agreement between the Plan Sponsor and the Claims Administrator.

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

Claimant means a Participant or a Dependent.

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

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

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

Dependent means a Participant’s eligible dependents who are listed on the Participant’s completed enrollment form and who are enrolled under the Plan.

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

Emergency Medical Condition means a medical condition that manifests itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson who has an average knowledge of medicine and health would reasonably expect the absence of immediate medical attention at a Hospital emergency room to result in any one of the following:

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

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

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

- Peer-Reviewed Medical Literature is scientific studies printed in journals or other publications in which original manuscripts are published only after having been critically reviewed for scientific accuracy, validity and reliability by unbiased independent experts. Peer-Reviewed Medical Literature does not include in-house publications of pharmaceutical manufacturing companies.
- Standard Reference Compendia is one of the following: the American Hospital Formulary Service-Drug Information, the United States Pharmacopoeia-Drug Information or other authoritative compendia as identified from time to time by the federal Secretary of Health and Human Services or the Washington State Insurance Commissioner.

- The Scientific Evidence must permit conclusions concerning the effect of the Health Intervention on Health Outcomes, which include the disease process, Illness or Injury, length of life, ability to function and quality of life.
- The Health Intervention must improve net Health Outcome.
- Medications approved under the FDA’s Accelerated Approval Pathway must show improved Health Outcomes.
- The Scientific Evidence must show that the Health Intervention is at least as beneficial as any established alternatives.
- The improvement must be attainable outside the laboratory or clinical research setting.

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

Family means a Participant and his or her Dependents.

Health Intervention is a medication, service or supply provided to prevent, diagnose, detect, treat or palliate the following: disease, Illness, Injury, genetic or congenital anomaly, pregnancy or biological or psychological condition that lies outside the range of normal, age-appropriate human variation; or to maintain or restore functional ability. A Health Intervention is defined not only by the intervention itself, but also by the medical condition and patient indications for which it is being applied. A Health Intervention is considered to be new if it is not yet in widespread use for the medical condition and the patient indications being considered.

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

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

Illness means a congenital malformation that causes functional impairment; a condition, disease, ailment or bodily disorder, other than an Injury; and pregnancy. Illness does not include any state of mental health or mental disorder (which is otherwise defined in this Booklet).

Injury means physical damage to the body inflicted by a foreign object, force, temperature or corrosive chemical or that is the direct result of an accident, independent of Illness or any other cause. An Injury does not mean bodily Injury caused by routine or normal body movements such as stooping, twisting, bending or chewing and does not include any condition related to pregnancy.

Lifetime means the entire length of time a Claimant is covered under the Plan (which may include more than one coverage) through the Plan Sponsor with the Claims Administrator.
Medically Necessary or Medical Necessity means health care services or supplies that a Physician or other health care Provider, exercising prudent clinical judgment, would provide to a patient to prevent, evaluate, diagnose or treat an Illness, Injury, disease or its symptoms, and that are:

- in accordance with generally accepted standards of medical practice;
- clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's Illness, Injury or disease; and
- not primarily for the convenience of the patient, Physician or other health care Provider, and not more costly than an alternative service or sequence of services or supply at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's Illness, Injury or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are based on credible Scientific Evidence published in Peer-Reviewed Medical Literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the views of Physicians and other health care Providers practicing in relevant clinical areas and any other relevant factors. (If "Medically Necessary" or "Medical Necessity" is specifically defined in any benefit under the Medical Benefits section, such definition shall be applicable for purposes of that benefit instead of this definition.)

Participant means an employee of the Plan Sponsor who is eligible under the terms described in this Booklet, has completed an enrollment form and is enrolled under this coverage.

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

Regence refers to Regence BlueShield.

Retail Clinic means a walk-in health clinic located within a retail operation and providing, on an ambulatory basis, preventive and primary care services. A Retail Clinic does not include an office or independent clinic outside a retail operation, or an Ambulatory Surgical Center, urgent care center, Hospital, Pharmacy, rehabilitation facility or Skilled Nursing Facility.

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


Skilled Nursing Facility means a facility or distinct part of a facility which is licensed by the state in which it is located as a nursing care facility and which provides skilled nursing services by or under the direction and supervision of a registered nurse.
2019 BOOKLET FOR:

CITY OF TACOMA

Group Number: 10010327

Vision Plan

TERS (Early Retirees)
LEOFF I – Fire Department Retiree Dependents
LEOFF I – Police Department Retiree Dependents
LEOFF II – Fire Department Retirees
LEOFF II – Police Department Local 26 Retirees
LEOFF II – Police Department Local 6 Retirees
NONDISCRIMINATION NOTICE

VSP provides administration for your Regence vision plan. Regence complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Regence does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Regence:
Provides free aids and services to people with disabilities to communicate effectively with us, such as:
- Qualified sign language interpreters
- Written information in other formats (large print, audio, and accessible electronic formats, other formats)

Provides free language services to people whose primary language is not English, such as:
- Qualified interpreters
- Information written in other languages

If you need these services listed above, please contact:

VSP
1-800-877-7195 (TTY: 1-800-428-4833)

If you believe that VSP or Regence has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with our civil rights coordinator below:

Regence

Medicare Customer Service
Civil Rights Coordinator
MS: B32AG, PO Box 1827
Medford, OR 97501
1-866-749-0355, (TTY: 711)
Fax: 1-888-309-8784
medicareappeals@regence.com

Customer Service for all other plans
Civil Rights Coordinator
MS CS B32B, P.O. Box 1271
Portland, OR 97207-1271
1-888-344-6347, (TTY: 711)
CS@regence.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

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

Language assistance

ATENCION: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-877-7195 (TTY: 800-428-4833).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-877-7195 (TTY: 800-428-4833)。


ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-877-7195 (телетайп: 800-428-4833).


注意事項：日本語を話される場合・無料の言語支援をご利用いただけます。1-800-877-7195（TTY:800-428-4833）まで、お電話にてご連絡ください。


FAKATOKANGA’l: Kapau ‘oku ke Lea-Fakatonga, ko e kau tokoni fakatoni lea ‘oku nau fai atu ha tokoni ta’etotongi, pea te ke lava ‘o ma’u ia. ha’o telefonimai mai ki he fika 1-800-877-7195 (TTY: 800-428-4833)

OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-800-877-7195 (TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 800-428-4833)


УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мової підтримки. Телефонуйте за номером 1-800-877-7195 (телетайп: 800-428-4833).

MAANDO: To a waawi [Adamawa], e woodi balloojima to ekkitaaki wolde caahu. Nodu 1-800-877-7195 (TTY: 800-428-4833).

โปรดทราบ: ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรีที่ โทร 1-800-877-7195 (TTY: 800-428-4833)

بِسْمِ اللَّهِ الرَّحْمَٰنِ الرَّحْمَٰنِ: گاوسی میں سچہ پر ایک گائیک لی رائے گا ہوئے,

پہلے تجربہ ایک کل تربیت اور ثقافتی پالیسیاں، جوہر داریا،

یہ سیکیوریٹی پریویژن، یہ تک 1-800-877-7195 (TTY: 800-428-4833)

Afaan dubbattan Oromiffaas tiif, tajaajila gargaarsa afaanii tola ni jira. 1-800-877-7195 (TTY: 800-428-4833) tiin bilbaa.

TOweghe: Aghe be Ziban fanaysi saajibet mi kendi, isiwiilat Zibani yisborat Raygank barya sama.

فراهم می باشد. (ب) 800-428-4833-800-877-7195 (TTY: 800-428-4833)

ملحوظة: إذا كنت تتحدث للغة، فإن خدمات المساعدة اللغوية توافر لك بالمجان. اتصل برقم 1-800-877-7195 (TTY: 800-428-4833)
Introduction

Welcome to participation in the self-funded group vision plan provided for You by Your employer. Your employer has chosen Regence BlueShield to administer claims for Your group vision plan. Throughout this Booklet, Your employer may be referred to as the "Plan Sponsor."

As You read this Booklet, references to "You" and "Your" refer to both the Participant and Dependents, except in specifically noted sections.

The following terms and definitions will assist you in understanding your benefits. Other terms are defined in the Definitions Section at the back of this Booklet or where they are first used and are designated by the first letter being capitalized.

**Agreement:** The administrative services contract between the Plan Sponsor and the Claims Administrator.

**Dependents:** Your eligible and enrolled spouse/domestic partner, Your eligible children and/or the eligible children of Your spouse/domestic partner.

**Claims Administrator:** Regence BlueShield, in collaboration with Vision Service Plan (VSP)

**Participant:** The eligible and enrolled retiree

**Plan:** Regence PPO health plan

**Plan Sponsor:** Your Employer - The City of Tacoma

**You and Your:** The Participant and Dependents

**EMPLOYER PAID BENEFITS**

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

Because of their extensive experience and reputation of service, Regence BlueShield, in collaboration with (VSP), has been chosen as the Claims Administrator of Your Plan.

The following pages are the Booklet, the written description of the terms and benefits of coverage available under the Plan. This Booklet describes benefits effective January 1, 2019, or the date after that on which Your coverage became effective. This Booklet replaces any plan description, Booklet or certificate previously issued by Regence BlueShield and makes it void.

**Notice of Privacy Practices:** Regence BlueShield has a Notice of Privacy Practices that is available by calling Customer Service or visiting the Web site listed below.

**CONTACT INFORMATION**

Customer Service:
- **Provider and vision benefit questions:** call Vision Service Plan at 1 (844) 299-3041 (hearing impaired customers call 1 (800) 428-4833 for assistance), Monday-Friday 5 a.m. to 8 p.m., Saturday 7 a.m. to 8 p.m., and Sunday 7 a.m. to 7 p.m. You may also visit VSP's Web site at [www.vsp.com](http://www.vsp.com).
- **Membership questions:** call 1 (866) 240-9580 (TTY: 711) to talk with one of the Claims Administrator's Customer Service representatives. Phone lines are open Monday-Friday 5 a.m. to 8 p.m. and Saturday 8 a.m. – 4:30 p.m. Pacific Time. For assistance in a language other than English, please call the Customer Service telephone number. You may also visit the Claims Administrator's Web site at [regence.com](http://regence.com).
Using Your Booklet

YOUR PARTNER IN VISION CARE
This Plan, administered by Regence, provides You with great benefits that are quickly accessible and easy to understand, thanks to open access to Providers and innovative tools. With this vision care coverage, You will discover the personal freedom to make informed vision care decisions, as well as the assistance You need to navigate the vision health care system.

ACCESSING PROVIDERS
Your Plan allows You to control Your out-of-pocket expenses, such as Copayments and/or Coinsurance, for each Covered Service. Here’s how it works - You control Your out-of-pocket expenses by choosing Your vision Provider under two choices called: "VSP Doctor" and "Out-of-Network Provider."

- **VSP Doctor.** You choose to see a VSP Doctor and save the most in Your out-of-pocket expenses. Choosing this vision provider option means You will not be billed for balances beyond the Allowed Amount.

- **Out-of-Network Provider.** You choose to see an Out-of-Network Provider who does not have a contract with VSP to provide services on behalf of Claimants under this Plan and Your out-of-pocket expenses will generally be higher than seeing a VSP Doctor. Also, choosing this vision provider option means You may be billed for balances beyond the Allowed Amount: this is sometimes referred to as balance billing.

For each benefit in this Booklet, the Provider You may choose and Your payment amount for each vision provider option is indicated. VSP Doctor and Out-of-Network Provider are also in the Definitions Section of this Booklet. You can go to www.vsp.com for further Provider network information including a list of VSP Doctors. This directory is updated regularly, but it is subject to change. You may also call VSP for current information and to verify that Your Provider is a VSP Doctor before You receive services.
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CITY OF TACOMA, 10013027, EFF 01012019
Understanding Your Benefits

In this section, You will discover information to help You understand what is meant by Your Maximum Benefits, Copayments and Coinsurance. Other terms are defined in the Definitions Section at the back of this Booklet or where they are first used and are designated by the first letter being capitalized.

While this Understanding Your Benefits Section defines these types of cost-sharing elements, You need to refer to the Vision Benefits Section to see exactly how they are applied and to which benefits they apply.

MAXIMUM BENEFITS
Vision benefits for Covered Services may have a specific Maximum Benefit. For those Covered Services, benefits will be provided until the specified Maximum Benefit (which may be a number of visits, supplies, dollar amount, and/or a specified Frequency Period) has been reached. Allowed Amounts for Covered Services provided are applied against any specific Maximum Benefit that is expressed in this Booklet. Refer to the Vision Benefits Section in this Booklet to determine if a Covered Service has a specific Maximum Benefit.

COPAYMENTS
Copayments are the fixed dollar amount that You must pay directly to the Provider each time You receive a specified service. Refer to the Vision Benefits Section to understand what Copayments (if any) You are responsible for.

PERCENTAGE PAID UNDER THE PLAN (COINSURANCE)
Once You have satisfied any applicable Copayment, the Plan pays a percentage of the Allowed Amount for Covered Services You receive, up to any Maximum Benefit. When payment is less than 100 percent, You pay the remaining percentage (this is Your Coinsurance). Your Coinsurance will be based upon the lesser of the billed charges or the Allowed Amount. The percentage the Plan pays varies, depending on the kind of service or supply You received and who rendered it.

The Plan does not reimburse Providers for charges above the Allowed Amount. A VSP Doctor will not charge You for any balances for Covered Services beyond any applicable Copayment and/or Coinsurance amount. Out-of-Network Providers, however, may bill You for any balances over the Plan payment level in addition to the Copayment and/or Coinsurance amount. See the Definitions Section for descriptions VSP Doctor and Out-of-Network of Providers.

HOW CALENDAR YEAR BENEFITS RENEW
Provisions in this Booklet (for example, certain benefit maximums) are calculated on a Calendar Year basis, except as otherwise noted. Each January 1, those Calendar Year maximums begin again.
Vision Benefits

In this section, You will learn about Your vision plan benefits and how Your coverage pays for Covered Service. The explanation includes information about Maximum Benefits, Covered Services, specific limitations and payment. The benefits of this Plan are available without referral and include the second opinions of providers who furnish Covered Services.

All terms and conditions in this Booklet apply to this Vision Benefits Section, except as otherwise noted. Please see the Definitions Section in the back of this Booklet for descriptions of the kinds of Providers who deliver Covered Services.

There is no deductible applicable for Vision Benefits.

COPAYMENT

You are responsible for paying the following Copayment when You receive vision benefits. The Copayment is due at the time of service:

VISION EXAMINATION

<table>
<thead>
<tr>
<th>Provider: VSP Doctor</th>
<th>Provider: Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment: You pay 0% of the Allowed Amount.</td>
<td>Payment: You pay 0% of the Allowed Amount and You pay any balance of billed charges.</td>
</tr>
<tr>
<td>Frequency Period: every Calendar Year</td>
<td>Limit: $45 for Out-of-Network Provider</td>
</tr>
</tbody>
</table>

The Plan covers one professional complete medical eye examination or visual analysis, including:

- prescribing and ordering proper lenses;
- assisting in the selection of frames;
- verifying the accuracy of the finished lenses;
- proper fitting and adjustment of frames;
- subsequent adjustments to frames to maintain comfort and efficiency; and
- progress or follow-up work as necessary.
DISCOUNTS
You are entitled to receive a 20 percent discount toward the purchase of non-covered materials from any
VSP Doctor when a complete pair of glasses is dispensed. You are also entitled to receive a 15 percent
discount off of contact lens examination services from any VSP Doctor. Professional judgment will be
applied when evaluating prescriptions written by an Out-of-Network Provider. VSP Doctors may request
an additional exam at a discount.

Discounts are applied to the VSP Doctor's usual and customary fees for such services and are unlimited
for 12 months on or following the date of the patient's last eye examination. THESE ADDITIONAL
VALUABLE SERVICES ARE A COMPLEMENT TO THIS VISION BENEFIT, BUT ARE NOT
INSURANCE.

Limitations
- Discounts do not apply to vision care benefits obtained from Out-of-Network Providers.
- 20 percent discount applies only when a complete pair of glasses is dispensed.
- Discounts do not apply to sundry items, for example, contact lens solutions, cases, cleaning products
  or repairs of spectacle lenses or frames.
General Exclusions

The Plan will not provide benefits for any of the following conditions, treatments, services, supplies or accommodations, including any direct complications or consequences that arise from them. However, these exclusions will not apply with regard to an otherwise Covered Service for an Injury, if the Injury results from an act of domestic violence or a medical condition (including physical and mental) and regardless of whether such condition was diagnosed before the Injury.

Certain Contact Lens Expenses
- artistically-painted or non-prescription contact lenses;
- contact lens modification, polishing or cleaning;
- refitting of contact lenses after the initial (90-day) fitting period;
- additional office visits associated with contact lens pathology; and
- contact lens insurance policies or service agreements.

Conditions Caused By Active Participation In a War or Insurrection
The treatment of any condition caused by or arising out of a Claimant's active participation in a war or an insurrection.

Conditions Incurred In or Aggravated During Performances In the Uniformed Services
The treatment of any Claimant's condition that the Secretary of Veterans Affairs determines to have been incurred in, or aggravated during, performance of service in the uniformed services of the United States.

Corneal Refractive Therapy (CRT)
Orthokeratology (a procedure using contact lenses to change the shape of the cornea in order to reduce myopia) or reversals or revisions of surgical procedures which alter the refractive character of the eye.

Corrective Vision Treatment of an Experimental Nature

Cosmetic Services and Supplies
Services and supplies for beautification, cosmetic, or aesthetic purposes.

Cosmetic means services or supplies that are applied to normal structures of the body primarily to improve or change appearance.

Costs For Services and/or Materials Exceeding Benefit Limits in this Booklet

Expenses Before Coverage Begins or After Coverage Ends
Services and supplies incurred before Your Effective Date under the Plan or after Your termination under the Plan.

Facility Charges
Services and supplies provided in connection with facility services.

Fees, Taxes, Interest
Charges for shipping and handling, postage, interest or finance charges that a Provider might bill. The Plan also does not cover excise, sales or other taxes; surcharges; tariffs; duties; assessments; or other similar charges whether made by federal, state or local government or by another entity, unless required by law.

Government Programs
Benefits that are covered, or would be covered in the absence of this Plan, by any federal, state or government program, except for facilities that contract with the Claims Administrator and except as required by law, such as for cases of medical emergency or for coverage provided by Medicaid. Expenses from government facilities outside the service area are not covered under the Plan (except for facilities contracting with the local Blue Cross and/or Blue Shield plan or as required by law for emergency services).
Illegal Services, Substances and Supplies
Services, substances, and supplies that are illegal as defined under federal law.

Investigational Services
Investigational treatments or procedures (Health Interventions), services, supplies and accommodations provided in connection with Investigational treatments or procedures (Health Interventions). Also excluded are any services or supplies provided under an Investigational protocol. Refer to the expanded definition of Experimental/Investigational in the Definitions section.

Low Vision Services and Materials

Medical or Surgical Treatment of the Eyes
Medical or surgical treatment of the eyes, including reversals or revisions of surgical procedures of the eye.

Motor Vehicle No-Fault Coverage
Expenses for services and supplies that have been covered or have been accepted for coverage under any automobile medical personal injury protection ("PIP") no-fault coverage. If Your expenses for services and supplies have been covered or have been accepted for coverage by an automobile medical personal injury protection ("PIP") carrier, We will provide benefits according to this Booklet once Your claims are no longer covered by that carrier.

Non-Direct Patient Care
Services that are not considered direct patient care, including charges for:

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

Orthoptics or Vision Training
Orthoptics or vision training and any associated supplemental testing.

Personal Comfort Items
Items that are primarily for personal comfort, or convenience, contentment, personal hygiene, aesthetics or other nontherapeutic purposes.

Plano Lenses (Less Than a ± .50 Dioptr Power)

Replacement of Lenses and Frames
Replacement of lenses and frames furnished in this Booklet which are lost or broken when not provided at the normal intervals.

Riot, Rebellion, War and Illegal Acts
Services and supplies for treatment of an Illness, Injury or condition caused by a Claimant's voluntary participation in a riot, war, armed invasion or aggression, insurrection or rebellion or sustained by a Claimant arising directly from an act deemed illegal by an officer or a court of law.

Self-Help, Self-Care, Training or Instructional Programs
Self-help, non-vision self-care, and training programs. This exclusion does not apply to services for training or educating a Claimant, when provided without separate charge in connection with Covered Services.

Services and Supplies Provided by a Member of Your Family
Services and supplies provided to You by a member of Your immediate family. "Immediate family" means:

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

**Services and Supplies That Are Not Medically Necessary**
Services and supplies that are not medically necessary for the treatment of the diagnosis or correction of visual acuity.

**Services And/Or Materials Not Described As Covered Under This Vision Benefit**

**Third-Party Liability**
Services and supplies for treatment of Illness or Injury for which a third-party is responsible.

**Travel and Transportation Expenses**
Travel and transportation expenses when the purpose of the transportation is for personal or convenience purposes.

**Two Pair of Glasses instead of Bifocals**

**Work-Related Conditions**
Expenses for services and supplies incurred as a result of any work-related Illness or Injury, including any claims that are resolved related to a disputed claim settlement. The Claims Administrator may require the Claimant to file a claim for workers’ compensation benefits before providing any benefits under this coverage. The Plan does not cover services and supplies received for work-related Illnesses or Injuries even if the service or supply is not a covered workers’ compensation benefit. The only exception is if a Participant and enrolled spouse or domestic partner are exempt from state or federal workers’ compensation law.
Claims Administration

This section explains administration of benefits and claims, including situations where Your vision care expenses are the responsibility of a source other than the Plan.

PLAN IDENTIFICATION CARD
When Participants enroll in the Plan, they will receive Plan identification cards. The identification card will include important information such as the Participant's identification number, group number and name.

It is important to keep Your Plan identification card with You at all times. Be sure to present it to Your Provider before receiving care.

If You lose Your card, or if it gets destroyed, You can get a new one by contacting Customer Service. You can also view or print an image of Your Plan identification card by visiting the Web site. If the Agreement terminates, Your Plan identification card will no longer be valid.

SUBMISSION OF CLAIMS AND REIMBURSEMENT
When You visit a VSP Doctor, the VSP Doctor will submit the claim directly to VSP for payment. If You visit an Out-of-Network Provider, however, You will need to pay the Provider his or her full fee at the time You receive the service or supply. You will need to submit a claim to VSP for reimbursement according to the benefits in this Plan, less any Copayment and/or Coinsurance. THERE IS NO ASSURANCE THAT PAYMENT WILL BE SUFFICIENT TO PAY FOR THE EXAMINATION OR HARDWARE. Be sure the claim is complete and includes the following information:

- copy of claim receipt from the Provider, including Provider’s name, address, date of service, and services performed. You may access Out-of-Network Reimbursement under My Benefits on VSP’s Web site, www.vsp.com, to get a claim form to assist in submission of Out-of-Network Provider claims.
- Your name, date of birth, address and Claimant ID number;
- patient's name, date of birth and relation to You.

Send to:
Vision Service Plan
P.O. Box 385020
Birmingham, AL 35238-5020

Calendar Year and Plan Year
Maximum Benefit provisions are calculated on a Calendar Year basis. The Agreement is renewed, with or without changes, each Plan Year. A Plan Year is the 12-month period following either the Agreement's original Effective Date or subsequent renewal date. A Plan Year may or may not be the same as a Calendar Year.

Timely Filing of Claims
Written proof of loss must be received within one year after the date of service for which a claim is made. If it can be shown that it was not reasonably possible to furnish such proof and that such proof was furnished as soon as reasonably possible, failure to furnish proof within the time required will not invalidate or reduce any claim. A claim that is not filed in a timely manner will be denied unless You can reasonably demonstrate that the claim could not have been filed in a timely manner. You may, however, appeal the denial in accordance with the Appeal process to demonstrate that the claim could not have been filed in a timely manner.

Freedom of Choice of Provider
Nothing contained in this Booklet is designed to restrict You in selecting the Provider of Your choice for vision care.
Claims Determinations
Within 30 days of the Claims Administrator's receipt of a claim, You will be notified of the action taken on it. However, this 30-day period may be extended by an additional 15 days in the following situations:

- When action cannot be taken on the claim due to circumstances beyond the Claims Administrator's control, they will notify You within the initial 30-day period that an extension is necessary. This notification includes an explanation of why the extension is necessary and when the Claims Administrator expects to act on the claim.
- When action cannot be taken on the claim due to lack of information, the Claims Administrator will notify You within the initial 30-day period that the extension is necessary. This notification includes a specific description of the additional information needed and an explanation of why it is needed.

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

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

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

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

This Claims Recovery provision in no way reduces the Plan's right to reimbursement or subrogation. Refer to the other-party liability provision in the Claims Administration Section for additional information.

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

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

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

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

- billing statements;
- claim records;
- correspondence;
- dental records;
• diagnostic imaging reports;
• hospital records (including nursing records and progress notes);
• laboratory reports; and
• medical records.

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

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

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

LIMITATIONS ON LIABILITY
In all cases, You have the exclusive right to choose a vision care Provider. Since neither the Plan nor the Claims Administrator provides any vision care services, neither can be held liable for any claim or damages connected with Injuries You suffer while receiving vision services or supplies provided by professionals who are neither employees nor agents of the Plan and the Claims Administrator.

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

SUBROGATION AND RIGHT OF RECOVERY
The provisions of this section apply to all current or former Plan participants and also to the parents, guardian, or other representative of a dependent child who incurs claims and is or has been covered by the Plan. The Plan’s right to recover (whether by subrogation or reimbursement) shall apply to the personal representative of Your estate, Your decedents, minors, and incompetent or disabled persons.

“You” or “Your” includes anyone on whose behalf the Plan pays benefits. No adult covered person hereunder may assign any rights that he or she may have to recover medical expenses from any tortfeasor or other person or entity to any minor child or children of said adult covered person without the prior express written consent of the Plan. These provisions will apply to all claims arising from Your Illness or Injury, including, but not limited to, wrongful death, survival or survivorship claims brought on Your, Your estate’s or Your heirs’ behalf, regardless of whether medical expenses were or could be claimed.

“You” or “Your” includes anyone on whose behalf the Plan pays benefits.

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

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

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

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

**Reimbursement**

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

**Constructive Trust**

By accepting benefits (whether the payment of such benefits is made to You or made on Your behalf to any Provider) You agree that if You receive any payment as a result of an Injury, Illness or condition, You will serve as a constructive trustee over those funds. Failure to hold such funds in trust will be deemed a breach of Your fiduciary duty to the Plan. No disbursement of any settlement proceeds or other recovery funds from any insurance coverage or other source will be made until the health Plan's subrogation and reimbursement interest are fully satisfied.

**Lien Rights**

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

**Assignment**

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

**First-Priority Claim**

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

**Applicability to All Settlements and Judgments**

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

**Cooperation**

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

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

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

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

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

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

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

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

The order of benefit determination rules govern the order which each plan will pay a claim for benefits. The plan that pays first is called the Primary Plan. The Primary Plan must pay benefits according to its policy terms without regard to the possibility that an Other Plan may cover some expenses. The plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all plans do not exceed 100 percent of the total Allowable Expense.

Maintenance of benefits is the form of coordination used by This Plan and it is important to note that this Maintenance of Benefits provision limits what This Plan will pay when it is in other than the Primary Plan position so that This Plan's payment will not cause the total benefits available under all plans to exceed what This Plan would have paid if it had been primary. This means that it is not necessarily advantageous.
for Your dependents to enroll under multiple plans because the total payments from all plans may not be more than what would have been paid had This Plan been the only coverage.

**Definitions**

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

An **Other Plan** is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no coordination of benefits among those separate contracts. However, if coordination of benefits rules do not apply to all contracts, or to all benefits in the same contract, the contract or benefit to which coordination of benefits does not apply is treated as a separate plan.

- **Other Plan** includes: group, individual or blanket disability insurance contracts, and group or individual contracts issued by health care service contractors or health maintenance organizations (HMO), Closed Panel Plans or other forms of group coverage; medical care components of long-term care contracts, such as skilled nursing care; and Medicare or any other federal governmental plan, as permitted by law.

- **Other Plan** does not include: hospital indemnity or fixed payment coverage or other fixed indemnity or fixed payment coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for nonmedical components of long-term care policies; automobile insurance policies required by statute to provide medical benefits; Medicare supplement policies; Medicaid coverage; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under the above bullet points is a separate plan. If a plan has two parts and coordination of benefits rules apply only to one of the two, each of the parts is treated as a separate plan.

**This Plan** means the part of the Booklet providing the health care benefits to which the MOB provision applies and which may be reduced because of the benefits of Other Plans. Any other part of the Booklet providing health care benefits is separate from This Plan. A contract may apply one coordination of benefits provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

The order of benefit determination rules determine whether This Plan is a "Primary Plan" or "Secondary Plan" when You have health care coverage under more than one plan.

**Allowable Expense** is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any plan covering You. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any plan covering You is not an Allowable Expense.

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

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

- The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable Expense, unless one of the plans provides coverage for private hospital room expenses.

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

- If You are covered by two or more plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.

**Closed Panel Plan** is a plan that provides health care benefits to You in the form of services through a panel of providers who are primarily employed by the plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.
**Custodial Parent** is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the Calendar Year excluding any temporary visitation.

**Order of Benefit Determination Rules**

When You are covered by two or more plans, the rules for determining the order of benefit payments are as follows. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any Other Plan. A plan that does not contain a coordination of benefits provision that is consistent with chapter 284-51 of the Washington Administrative Code is always primary unless the provisions of both plans state that the complying plan is primary, except coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage is excess to any other parts of the plan provided by the contract holder. Examples include major medical coverages that are superimposed over hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits. A plan may consider the benefits paid or provided by an Other Plan in calculating payment of its benefits only when it is secondary to that Other Plan.

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

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

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

- For a child whose parents are married or are living together, whether or not they have ever been married:
  - The plan of the parent whose birthday falls earlier in the Calendar Year is the Primary Plan; or
  - If both parents have the same birthday, the plan that has covered the parent the longest is the Primary Plan.

- For a child whose parents are divorced or separated or not living together, whether or not they have ever been married:
  - If a court decree states that one of the parents is responsible for the child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to claim determination periods commencing after the plan is given notice of the court decree;
  - If a court decree states one parent is to assume primary financial responsibility for the child but does not mention responsibility for health care expenses, the plan of the parent assuming financial responsibility is primary;
  - If a court decree states that both parents are responsible for the child's health care expenses or health care coverage, the provisions of the first bullet point above (for child(ren) whose parents are married or are living together) determine the order of benefits;
  - If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the child, the provisions of the first bullet point above (for child(ren) whose parents are married or are living together) determine the order of benefits; or
  - If there is no court decree allocating responsibility for the child's health care expenses or health care coverage, the order of benefits for the child are as follows:
    - The plan covering the Custodial Parent, first;
The plan covering the spouse of the Custodial Parent, second;
The plan covering the noncustodial parent, third; and then
The plan covering the spouse of the noncustodial parent, last.

- For a child covered under more than one plan of individuals who are not the parents of the child, the provisions of the first or second bullet points above (for child(ren) whose parents are married or are living together or for child(ren) whose parents are divorced or separated or not living together) determine the order of benefits as if those individuals were the parents of the child.

**Active Employee or Retired or Laid-off Employee.** The plan that covers You as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The plan covering You as a retired or laid-off employee is the Secondary Plan. The same would hold true if You are a Dependent of an active employee and You are a Dependent of a retired or laid-off employee. If the Other Plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule under the Non-Dependent or Dependent provision above can determine the order of benefits.

**COBRA or State Continuation Coverage.** If Your coverage is provided under COBRA or under a right of continuation provided by state or other federal law, the plan covering You as an employee, member, subscriber or retiree or covering You as a Dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the Other Plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule under the Non-Dependent or Dependent provision above can determine the order of benefits.

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

If the preceding rules do not determine the order of benefits, the Allowable Expenses must be shared equally between the plans meeting the definition of This Plan or Other Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan.

**Effect on the Benefits of this Plan**
When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided will not total more than the amount that would have been paid had This Plan been the sole plan.

For example, say You are employed by the Plan Sponsor and You cover Yourself and Your spouse under This Plan, and Your spouse is also covered under his or her employer's plan. If Your spouse incurs an expense covered under both plans and Your spouse's plan is the Primary Plan, This Plan, when paying as the Other Plan, would either pay the amount which when added to the Primary Plan's payment would equal the amount This Plan would have paid had it been the Primary Plan or nothing if the Primary Plan's payment exceeded the amount This Plan would have paid had it been the Primary Plan.

**Right to Receive and Release Needed Information**
Certain facts about health care coverage and services are needed to apply these MOB rules and to determine benefits payable under This Plan and Other Plans. The Claims Administrator may get the needed facts from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and Other Plans covering You. The Claims Administrator need not tell, or get the consent of, any person to do this. You, to claim benefits under This Plan, must give the Claims Administrator any facts they need to apply those rules and determine benefits payable.

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

**Right of Recovery**

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

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

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

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

If You or Your representative (any representative authorized by You) has a concern regarding a claim denial or other action under the Plan and wishes to have it reviewed, You may appeal. For the purposes of this provision, an appeal means a written or verbal complaint, concern, grievance or disagreement regarding access to care, quality of care, treatment, service, communication or claim.

**Appeals**

Appeals can be initiated through either written or verbal request. The appeal process will be handled through VSP. A written request can be made by completing the form available at [www.vsp.com](http://www.vsp.com) or by sending via mail to VSP at: Vision Service Plan Insurance Company, Attention: Complaint and Appeals Team, 3333 Quality Drive, Rancho Cordova, CA 95670. Verbal requests can be made by calling VSP’s Customer Service department at: 1 (844) 299-3041 (hearing impaired customers call 1 (800) 428-4833 for assistance).

**Time Frames**

Written acknowledgement is sent to the person submitting the appeal within five calendar days of receipt. The acknowledgement will advise the Claimant that the appeal has been received, the date of the receipt, and a telephone number to contact a VSP representative about the appeal. The Claimant's appeal is forwarded to the appropriate parties, as required.

VSP is responsible for resolving appeals within 30 calendar days of receipt unless otherwise required under federal law.

The time limitation for receipt of appeal is one year from the date of service or one year from the Claimant point of realization of the problem, or as otherwise required under federal law. The Claimant will be notified within one business day if the Appeal exceeds the one year time limitation.

**Information**

If You have any questions about the appeal process outlined here, You may contact VSP’s Customer Service department at: 1 (844) 299-3041 (hearing impaired customers call 1 (800) 428-4833 for assistance).
Who Is Eligible, How to Enroll and When Coverage Begins

In this section, the terms "You" and "Your" mean the Participant only.

This section explains how to enroll Yourself and/or Your eligible Dependents when first eligible or during an annual enrollment period. It also describes when coverage under the Plan begins for You and/or Your eligible Dependents. Of course, payment of any corresponding monthly costs is required for coverage to begin on the indicated dates.

INITIALLY ELIGIBLE, WHEN COVERAGE BEGINS

You will be entitled to enroll in coverage for Yourself and Your eligible Dependents within 30 days of Your first becoming eligible for coverage under the eligibility requirements in effect with the Plan Sponsor and as stated in the following paragraphs. Coverage for You and Your enrolling eligible Dependents will begin on the Effective Date.

If You and/or Your eligible Dependents do not enroll for coverage under the Plan when first eligible or You do not enroll in a timely manner, You and/or Your eligible Dependents must wait until the next annual enrollment period to enroll.

Retiree Eligibility

At age 65, employees are eligible for Medicare coverage and are no longer eligible for benefits under the City of Tacoma group plan with Regence BlueShield. An employee whose birthday is on or after the second day of the month will be entitled to Medicare coverage effective the first day of that month. For an employee whose birthday is the first of the month, Medicare coverage will be effective from the first day of the previous month. Medicare is the basic coverage plan for employees age 65 and over. Employees may purchase Supplement to Medicare coverage through Regence BlueShield or another carrier.

Retiree Dependent Eligibility

Your eligible spouse and eligible children up to age 26 may be enrolled at your retirement. Thereafter, your eligible spouse and eligible children may not enroll for coverage until the next open enrollment period. Open enrollment requests and inquiries should be directed to the Benefits Department.

Dependents

Your Dependents are eligible for coverage when You have listed them on the enrollment form, provided required documentation of eligibility and when the Claims Administrator has enrolled them in coverage under the Plan. Dependents are limited to the following:

- The person to whom You are legally married (spouse).
- Your domestic partner. Note: beginning January 2017, Your domestic partner must be registered with the State of Washington. The Plan Sponsor will grandfather and continue to recognize domestic partnerships on file as of December 31, 2016, until the dissolution of the domestic partnership, or the separation of the employee, whichever occurs first.
- Your (or Your spouse's or Your domestic partner's) child who is under age 26 and who meets any of the following criteria:
  - Your (or Your spouse's or Your domestic partner's) natural child, step child, adopted child or child legally placed with You (or Your spouse or Your domestic partner) for adoption;
  - a child for whom You (or Your spouse or Your domestic partner) have court-appointed legal guardianship; and
  - a child for whom You (or Your spouse or Your domestic partner) are required to provide coverage by a legal qualified medical child support order (QMCSO).
- Your (or Your spouse's or Your domestic partner's) otherwise eligible child who is age 26 or over and incapable of self-support because of developmental disability, physical handicap or mental health diagnosis that prevents the child from establishing or maintaining consistent employment or independence that began before his or her 26th birthday, if You complete and submit the Claims Administrator's affidavit of dependent eligibility form, with written evidence of the child's incapacity, within 31 days of the later of the child's 26th birthday or Your Effective Date and either:
- he or she is a Dependent immediately before his or her 26th birthday; or
- his or her 26th birthday preceded Your Effective Date and he or she has been continuously covered as Your Dependent on group coverage since that birthday.

The Claims Administrator's affidavit of dependent eligibility form is available by visiting their Web site or by calling Customer Service. The Claims Administrator may request updates on the child's disability or handicap at reasonable times as considered necessary (but this will not be more often than annually following the Dependent's 28th birthday).

NEWLY ELIGIBLE DEPENDENTS
You may enroll a Dependent who becomes eligible for coverage after Your Effective Date by completing and submitting an enrollment request (and, for a non-registered domestic partner, an affidavit of qualifying domestic partnership) to the Claims Administrator. Application for enrollment of a new child by birth, adoption or Placement for Adoption must be made within 60 days of the date of birth, adoption or Placement for Adoption if payment of additional premium is required to provide coverage for the child. Application for enrollment of all other newly eligible Dependents must be made within 31 days of the Dependent's attaining eligibility. Coverage for such Dependents will begin on their Effective Dates. For a new child by birth, the Effective Date is the date of birth. For a new child adopted or placed for adoption within 60 days of birth, the Effective Date is the date of birth, if any associated additional premium has been paid within 60 days of birth. The Effective Date for any other child by adoption or Placement for Adoption is the date of Placement for Adoption. For other newly eligible Dependents, the Effective Date is the first day of the month following receipt of the application for enrollment.

ANNUAL ENROLLMENT PERIOD
The annual enrollment period is the only time, other than initial eligibility, during which You and/or Your eligible Dependents may enroll. You must submit an enrollment form (and, in the case of a non-registered domestic partner, a completed affidavit of qualifying domestic partnership form) on behalf of all individuals You want enrolled. Coverage for You and Your enrolling eligible Dependents will begin on the Effective Date.

DOCUMENTATION OF ELIGIBILITY
You must promptly furnish or cause to be furnished any information necessary and appropriate to determine the eligibility of a Dependent. Such information must be received before enrolling a person as a Dependent under the Plan.
When Coverage Ends

This section describes the situations when coverage will end for You and/or Your Dependents. You must notify the Claims Administrator within 31 days of the date on which a Dependent is no longer eligible for coverage.

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

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

WHAT HAPPENS WHEN YOU ARE NO LONGER ELIGIBLE
If You are no longer eligible as explained in the following paragraphs, coverage ends for You and Your Dependents' on the last day of the month in which Your eligibility ends. However, it may be possible for You and/or Your Dependents to continue coverage under the Plan according to the continuation of coverage provisions.

TERMINATION IF YOU ARE OTHERWISE NO LONGER ELIGIBLE
If You are no longer eligible according to the terms of the Plan, Your coverage will end for You and all Dependents on the last day of the month following the date on which eligibility ends.

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

WHAT HAPPENS WHEN YOUR DEPENDENTS ARE NO LONGER ELIGIBLE
If Your Dependent is no longer eligible as explained in the following paragraphs, his or her coverage will end on the last day of the month which his or her eligibility ends. However, it may be possible for an ineligible Dependent to continue coverage under the Plan according to the continuation of coverage provisions.

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

Death of the Enrolled Participant
In the case of Your death, coverage for Your Dependents may be extended for up to two months. Eligible Dependents should contact the Plan Sponsor for additional information.

Termination of Domestic Partnership
If Your domestic partnership terminates after the Effective Date (including any change in status such that You and Your domestic partner no longer meet any of the requirements outlined in the definition of a Dependent), eligibility ends for the domestic partner and the domestic partner's children (unless such children remain eligible by virtue of their continuing relationship to You) on the last day of the month following the date of termination of the domestic partnership. You are required to provide notice of the termination of a domestic partnership within 31 days of its occurrence.

Loss of Dependent Status
- Eligibility ends on the last day of the month in which an enrolled child exceeds the Dependent age limit.
• An enrolled child will also lose eligibility on the date the child is removed from placement if there is disruption of placement before legal adoption.

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

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

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

COBRA is a continuation of this coverage for a limited time after certain events cause a loss of eligibility. COBRA continuation does not apply to all groups.

If the Plan is subject to COBRA, COBRA continuation is available to Your Dependents if they lose eligibility because:

- Your employment is terminated (unless the termination is for gross misconduct);
- Your hours of work are reduced;
- You die;
- You and Your spouse divorce or the marriage is annulled;
- You and Your domestic partner terminate the domestic partnership;
- You become entitled to Medicare benefits; or
- Your Dependent loses eligibility as a child under this coverage.

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

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

**General Rules**

Generally, You or Your Dependents are responsible for payment of the full cost for COBRA continuation coverage, plus an administration fee, even if the Plan Sponsor contributes toward the cost of those not on COBRA continuation. The administration fee is 2 percent or, during any period of extension for disability, 50 percent.

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

- Your divorce or annulment, termination of domestic partnership or a loss of eligibility of a child;
- Your initial loss of eligibility due to Your termination of employment or reduction in working hours and You experience another one of the events listed above; or
- a Social Security disability determination that You or Your Dependent was disabled for Social Security purposes at the time of a termination of employment or reduction in working hours or within the first 60 days of COBRA continuation following that event. (If a final determination is later made that You or Your Dependent is no longer disabled for Social Security purposes, You or Your Dependent must provide the Plan Sponsor notice of that determination within 31 days of the date it is made.)

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

If You or Your Dependents do not elect COBRA continuation coverage, coverage under the Plan will end according to the terms described in the Booklet and claims under the Plan for services provided on and after the date coverage ends will not be paid.

**Notice**

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

This section describes situations when coverage may also be extended for You and/or Your Dependents beyond the date of termination.

Individual Contract
When eligibility under the Plan terminates, You may be eligible for coverage under one of the Claims Administrator's individual plans. To be eligible, You must submit a completed application form and health questionnaire, if applicable, and must be accepted by the Claims Administrator for coverage. Benefits and premiums under the individual plan may be substantially different from the Plan.

If the Agreement terminates and the Plan Sponsor transfers its health care plan to another contract with the Claims Administrator or to another carrier and You are covered under that plan, this continuation option does not apply.
General Provisions

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

CERTIFICATES OF CREDITABLE COVERAGE
Requests for and inquiries about required certificates relating to period(s) of creditable coverage under the Plan should be directed to the Plan Sponsor, or to the Claims Administrator at P.O. Box 2998, Tacoma, WA 98401-2998.

CHOICE OF FORUM
Any legal action arising out of the Plan benefit option described herein must be filed in a court in the state of Washington.

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

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

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

NOTICES
Any notice to Claimants or to the Plan Sponsor required in the Plan will be considered to be properly given if written notice is deposited in the United States mail or with a private carrier. Notices to a Participant or to the Plan Sponsor will be addressed to the Participant or to the Plan Sponsor at the last known address appearing in the Claims Administrator's records. If the Claims Administrator receives a United States Postal Service change of address (COA) form for a Participant, it will update its records accordingly. Additionally, the Claims Administrator may forward notice for a Participant to the Plan Administrator or Plan Sponsor if it becomes aware that it doesn't have a valid mailing address for the Participant. Any notice to the Claims Administrator required in the Agreement may be given by mail addressed to: Regence BlueShield P.O. Box 2998, Tacoma, WA 98401-2998; provided, however that any notice to the Claims Administrator will not be considered to have been given to and received by it until physically received.

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

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

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

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

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

The following are definitions of important terms used in this Booklet. Other terms are defined where they are first used.

PROVIDER DEFINITIONS

For Providers of care, we use the following terms:

VSP Doctor means a Contracted Provider who is an optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials.

Out-of-Network Provider means any optometrist, optician, ophthalmologist or other licensed and qualified vision care Provider who has not contracted with VSP to provide vision care services and/or vision care materials.

Contracted Provider means a Provider that has a contract with Us or whose contract We may access through a network leasing agreement. These Providers may or may not be in Your network.

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

Practitioner means an individual who is duly licensed to provide medical or surgical services which are similar to those provided by Physicians (for example, an optometrist).

Provider means a Physician, Practitioner or other individual or organization which is duly licensed to provide the services covered under this Plan.

GENERAL DEFINITIONS

Allowed Amount means:

- For VSP Doctors, the amount that these Providers have contractually agreed to accept as payment in full for a service or supply.
- For Out-of-Network Providers, the billed amount for listed services and supplies up to any described limit.

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

Benefit Authorization means VSP has approved benefits for You.

Booklet is the description of the benefits for this coverage. The Booklet is part of the Agreement between the Plan Sponsor and the Claims Administrator.

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

Claimant means a Participant or a Dependent.

Covered Service means those vision-related services, supplies, treatments, or accommodations required for the diagnosis or correction of visual acuity. These services must be rendered by a Physician or optometrist practicing within the scope of his or her license.

Dependent means a Participant’s eligible dependents who are listed on the Participant’s completed enrollment form and who are enrolled under the Plan.

Effective Date means the date Your coverage under the Agreement begins after acceptance for enrollment under the Plan.
**Experimental/Investigational** means a Health Intervention that the Plan has classified as Experimental or Investigational. The Plan will review Scientific Evidence from well-designed clinical studies found in peer-reviewed medical literature, if available, and information obtained from the treating physician or practitioner regarding the Health Intervention to determine if it is Experimental or Investigational. A Health Intervention not meeting all of the following criteria, is, in the Plan's judgment, Experimental or Investigational:

- The Scientific Evidence must permit conclusions concerning the effect of the Health Intervention on Health Outcomes, which include the disease process, Injury or Illness, length of life, ability to function and quality of life.
- The Health Intervention must improve net Health Outcome.
- The Scientific Evidence must show that the Health Intervention is as beneficial as any established alternatives.
- The improvement must be attainable outside the laboratory or clinical research setting.

Upon receipt of a fully documented claim or request for preauthorization related to a possible Experimental or Investigational Health Intervention, a decision will be made and communicated to You within 20 working days. Contact the Claims Administrator by calling Customer Service or by visiting their Web site for details on the information needed to satisfy the fully documented claim or request requirement. You may also have the right to an Expedited Appeal. Refer to the Appeal Process Section for additional information on the Appeal process.

**Experimental Nature** means a procedure or lens that is not used universally or accepted by the vision care profession.

**Family** means a Participant and his or her Dependents.

**Frequency Period** is the number of Calendar Years, usually one or two, that must pass before benefits renew.

**Health Intervention** is a medication, service or supply provided to prevent, diagnose, detect, treat or palliate the following: disease, Illness, Injury, genetic or congenital anomaly, pregnancy or biological or psychological condition that lies outside the range of normal, age-appropriate human variation; or to maintain or restore functional ability. A Health Intervention is defined not only by the intervention itself, but also by the medical condition and patient indications for which it is being applied. A Health Intervention is considered to be new if it is not yet in widespread use for the medical condition and the patient indications being considered.

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

**Illness** means a congenital malformation that causes functional impairment; a condition, disease, ailment or bodily disorder, other than an Injury; and pregnancy.

**Injury** means physical damage to the body inflicted by a foreign object, force, temperature or corrosive chemical or that is the direct result of an accident, independent of Illness or any other cause. An Injury does not mean bodily Injury caused by routine or normal body movements such as stooping, twisting, bending or chewing and does not include any condition related to pregnancy.

**Participant** means an employee of the Plan Sponsor who is eligible under the terms described in this Booklet, has completed an enrollment form and is enrolled under this coverage.

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

**Regence** refers to Regence BlueShield.

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

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

For more information call the Claims Administrator at 1 (866) 240-9580 or You can write to the Claims Administrator at 1800 Ninth Avenue, Seattle, WA 98101

regence.com