# **Connecticut General Life Insurance Company**

# INDIVIDUAL PLAN FLORIDA OPEN ACCESS VALUE 7500/70%

## OUTLINE OF COVERAGE

**READ YOUR POLICY CAREFULLY.** This outline of coverage provides a very brief description of the important features of your Policy. This is not the insurance contract and only the actual Policy provisions will control. The Policy itself sets forth, in detail, the rights and obligations of both You and Connecticut General Life Insurance Company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!** 

This is not a Policy of worker's compensation insurance. The employer does not become a subscriber to the workers' compensation system by purchasing this Policy, and if the employer is a non-subscriber, the employer loses those benefits which would otherwise have accrued under the workers' compensation laws. The employer must comply with the workers' compensation law as it pertains to non-subscribers and the required notifications that must be filed and posted.

- A. Coverage is provided by Connecticut General Life Insurance Company (referred to herein as "CIGNA"), an insurance company that provides participating provider benefits.
- **B.** To **obtain additional information**, including Provider information write to the following address or call the toll-free number:

Connecticut General Life Insurance Company Individual Services – Florida P.O. Box 30365 Tampa FL 33630-3365 1-877-484-5967

**C.** A **Participating Provider Plan** enables the Insured to incur lower medical costs by using providers in the CIGNA network.

A **Participating Provider** is a Hospital, a Physician or any other health care practitioner or entity that has a direct or indirect contractual arrangement with CIGNA to provide Covered Services with regard to a particular Policy under which an Insured Person is covered.

A **Non-Participating Provider** (Out of Network Provider) is a Provider who does not have a Participating Provider agreement in effect with CIGNA. Covered Expenses for Non-Participating Providers are based on Maximum Reimbursable Charges which may be less than actual billed charges. Non-Participating Providers can bill you for amounts exceeding Covered Expenses.

## D. Covered Services and Benefits

### Deductibles

The Individual In-Network Deductible is the amount of Covered Expenses incurred from Participating Providers, for medical services, that You must pay per Year before any benefits are available. The amount of the Individual In-Network Deductible is described in the Schedule of Benefits section of this Policy.

- The Family In-Network Deductible applies if You have a family plan and You and one or more of your Family Member(s) are Insured under this Policy. The Individual In-Network Deductible paid by each Family Member counts towards satisfying the Family In-Network Deductible. Once the Family In-Network Deductible amount is satisfied, the remaining Individual In-Network Deductibles will be waived. The amount of the Family In-Network Deductible is described in the Schedule of Benefits section of this Policy.
- An Access Fee refers to additional amounts of Covered Expenses which each Insured Person must pay for an emergency room visit that does not result in an admission to the Hospital. Any Access Fees owed are reflected in the Schedule of Benefits section of the policy.
- The Individual Out-of-Network Deductible is the amount of Covered Expenses incurred from Non-Participating Providers, for medical services, that You must pay per Year before any benefits are available. The amount of the Individual Out-of-Network Deductible is described in the Schedule of Benefits section of this Policy.
- The Family Out-of-Network Deductible applies if You have a family plan and You and one or more of your Family Member(s) are Insured under this Policy. The Individual Out-of-Network Deductible paid by each Family Member counts towards satisfying the Family Out-of-Network Deductible. Once the Family Out-of-Network Deductible amount is satisfied, the remaining Individual Out-of-Network Deductibles will be waived. The amount of the Family Out-of-Network Deductible is described in the Schedule of Benefits section of this Policy.
- The Brand Name Prescription Drug Deductible: An Additional Deductible that each Insured Person must meet each Year before we will begin paying Covered Expenses for Brand Name Prescription Drugs. This Additional Deductible is separate from Deductibles that apply to medical services and does not accumulate toward satisfying the medical Out of Pocket Maximums.

# Out of Pocket Maximum(s):

The Individual In-Network Out of Pocket Maximum: Once the Individual In-Network Out of Pocket Maximum has been met for the Year for Covered Services received from Participating Providers, You will no longer have to pay any Coinsurance for medical services for Participating Providers for Covered Expenses incurred during the remainder of that Year. Deductibles, Pharmacy charges, and non-compliance penalty charges do not apply to the Individual In-Network Out of Pocket Maximum and will always be paid by You. The Individual In-Network Out of Pocket Maximum is an accumulation of Covered Expenses incurred from Participating Providers. It includes Coinsurance for medical services incurred from Participating Providers. The amount of the Individual In-Network Out-of-Pocket Maximum is described in the Schedule of Benefits section of this Policy.

- The Individual Out-of-Network Out of Pocket Maximum: Once the Individual Out-of-Network Out of Pocket Maximum has been met for the Year for Covered Services received from Non-Participating Providers, You will no longer have to pay any Coinsurance for medical services for Non-Participating Providers for Covered Expenses incurred during the remainder of that Year. Deductibles, Pharmacy charges, and non-compliance penalty charges do not apply to the Individual Out-of-Network Out of Pocket Maximum and will always be paid by You. The Individual Out-of-Network Out of Pocket Maximum is an accumulation of Covered Expenses incurred from Non-Participating Providers. It includes Coinsurance for medical services incurred from Non-Participating Providers. The amount of the Individual Out-of-Network Out-of-Pocket Maximum is described in the Schedule of Benefits section of this Policy.
- The Family In-Network Out of Pocket Maximum: Once the Family In-Network Out of Pocket Maximum has been met for the Year You and your Family Member(s) will no longer be responsible to pay Coinsurance for medical or pharmacy services for Participating Providers for Covered Expenses incurred for the remainder of the Year. The Family In-Network Out of Pocket Maximum is an accumulation of Covered Expenses incurred from Participating Providers. The amount of the Family In-Network Out of Pocket Maximum is described in the Schedule of Benefits section of this Policy.
- The Family Out-of-Network Out of Pocket Maximum: Once the Family Out-of-Network Out of Pocket Maximum has been met for the Year You and your Family Member(s) will no longer be responsible to pay Coinsurance for medical or pharmacy services for Non-Participating Providers for Covered Expenses incurred for the remainder of the Year. The Family Out-of-Network Out of Pocket Maximum is an accumulation of Covered Expenses incurred from Non-Participating Providers. The amount of the Family Out-of-Network Out of Pocket Maximum is described in the Schedule of Benefits section of this Policy.

We will NOT apply Coinsurance paid to Non-Participating Providers toward the Out of Pocket Maximums for Participating Providers. In addition, Coinsurance paid to Participating Providers will NOT be applied toward the Out of Pocket Maximums for Non-Participating Providers.

# BENEFIT SCHEDULE

The benefits outlined in the table below show the payment percentages and Copays for Covered Expenses **AFTER** any applicable Deductibles have been satisfied and prior to meeting any Out of Pocket Maximums unless otherwise stated.

BENEFIT INFORMATION	IN-NETWORK (Based on CIGNA contract allowance)	OUT-OF-NETWORK (Based on Maximum Reimbursable Charge)
Medical Benefits		
Annual Deductible	In-Network Deductible	Out-of-Network Deductible
Individual	\$7,500	\$15,000
Family	\$15,000	\$30,000
<b>Note:</b> Additional Deductibles may apply to specific benefits.		
Out-of-Pocket Maximum	Excluding Penalties and Policy Maximums, Deductibles, Copayments, Pharmacy charges.	Excluding Penalties and Policy Maximums, Deductibles, Copayments, Pharmacy charges.
	In-Network Out-of-Pocket Maximum	Out-of-Network Out-of-Pocket Maximum
Individual	\$5,000	\$15,000
Family	\$10,000	\$30,000
Coinsurance	CIGNA pays 70% of eligible charges. You and Your Family Members pay 30% of Charges after the Policy Deductible.	CIGNA pays 50% of eligible charges. You and Your Family Members pay 50% after the Policy Deductible.
Prior Authorization Program	· · · · · · · · · · · · · · · · · · ·	
Prior Authorization – Inpatient Please refer to the section on Prior Authorization of inpatient services for more information.	You, Your Family Member(s), or your Provider must obtain approval for inpatient admissions; or You may be subject to a \$500, penalty for non-compliance.	You and Your Family Member(s) must obtain approval for inpatient admission; subject to \$500, penalty for non-compliance.
Prior Authorization – Outpatient Please refer to the section on Prior Authorization of outpatient	You, Your Family Member(s), or your Provider must obtain approval for outpatient procedures and diagnostic testing; or You may be subject to a \$60, penalty for non-	You and Your Family Member(s) must obtain approval for selected outpatient procedures and diagnostic testing; subject to \$60, penalty for non-compliance.
services for more information.	compliance.	incite d
Lifetime Maximum Pre-existing Condition	Uni	imited
Limitation applies (but may be reduced by Insured Person's prior eligible Creditable Coverage. See the definition of Pre-existing Condition)	Yes	Yes

BENEFIT INFORMATION	-NETWORK (Based on CIGNA On tract allowance)	OUT-OF-NETWORK (Based on Maximum Reimbursable Charge)
All Preventive Well Care Services Please refer to "Comprehensive Benefits, What the Policy Pays For" section of this Policy for additional details.	100% with Deductible waived	50%
Mammogram	100% with Deductible waived	100% with Deductible waived
Physician Services		
Primary Care Physician (PCP) Office Visit	70%	50%
<b>Specialty Physician Office Visit</b> Consultant and Referral Physician Services	70%	50%
Surgeon, Anesthesia, Radiation Therapy, In-hospital visits, diagnostic x-ray and lab	70%	50%
Hospital Services		
Inpatient Hospital Services	\$500 Additional Deductible per admission, then 70%	\$500 Additional Deductible per admission, then 50%
<i>Emergency Admissions</i> <i>Please note: Prior Authorization</i> <i>from CIGNA is required for all</i> <i>Inpatient Services</i>	70%	70% until transferable to a Participating Hospital then 50%
Outpatient Diagnostic and Free- Standing Outpatient Surgical Facility Services Please note: Prior Authorization from CIGNA is required for specified outpatient surgeries and diagnostic procedures	70%	50%

BENEFIT INFORMATION	-NETWORK (Based on CIGNA ( ntract allowance)	OUT-OF-NETWORK (Based on Maximum Reimbursable Charge)
Emergency Services		
<i>Emergency Room</i> (access fee waived if admitted)	\$200 Access Fee per visit, then 70% after deductible	\$200 Access Fee per visit, then 50% after deductible. If a true emergency 70%
<b>Ambulance</b> (includes emergency transportation to the nearest facility only)	70%	50%, if a true emergency 70%
Urgent Care	70%	50%, if a true emergency 70%
<i>Advanced Radiological Imaging</i> (including MRI's, MRA's, CAT Scans, PET Scans)	70%	50%
<b>Please note:</b> Prior Authorization from CIGNA is required for specified diagnostic procedures		
All Other Laboratory and Radiology Services		
Physician's Office	70%	50%
Any other x-ray lab facility including outpatient facility	70%	50%
Physical, and Occupational Therapy; Speech Therapy: (only for children 18 years or younger with Cleft Lip/Palate Disorders)	70% 12 visits maximum per Insured Person, per calendar year for all therapies combined In and Out of Network	50% 12 visits maximum per Insured Person, per calendar year for all therapies combined In and Out of Network
Cardiac & Pulmonary Rehabilitation 36 visits maximum per Insured Person, per calendar year	70%	50%
Complications of Pregnancy	70%	50%

BENEFIT INFORMATION IN	-NETWORK (Based on CIGNA ( ntract allowance)	OUT-OF-NETWORK (Based on Maximum Reimbursable Charge)
Enteral Feeding Formulas/Treatment for PKU (through age 24)	70%	50%
Inpatient Services at Other Health Care Facilities, Skilled Nursing, Rehabilitation Hospital and Sub- Acute Facilities	70%	50%
<b>Please note:</b> Prior Authorization from CIGNA is required for all Inpatient Services		
60 day maximum per Insured Person, per calendar year combined for all facilities listed, In and Out of Network combined.		
Home Health Services		
<b>Please note:</b> Prior Authorization from CIGNA is required for all Home Health Services	70%	50%
40 days maximum per Insured Person, per calendar year.		
Durable Medical Equipment		
<b>Please note:</b> Prior Authorization from CIGNA is required for all Durable Medical Equipment	70%	50%
Hospice		
<b>Please note:</b> Prior Authorization from CIGNA is required for all Hospice Services	70%	50%
Mental, Emotional or Functional Nervous Disorders		
Inpatient –		
<b>Please note:</b> Prior Authorization from CIGNA is required for all Inpatient Services	Not Covered	Not Covered
<b>Outpatient</b> – 12 visits combined in and out of network maximum per Insured Person, per calendar year for outpatient Mental Health	70%	50%

BENEFIT INFORMATION	N-NETWORK (Based on CIGNA ontract allowance)	OUT-OF-NETWORK (Based on Maximum Reimbursable Charge)
Organ and Tissue Transplants-		
(see benefit detail for covered procedures and other benefit limits which may apply.)		
CIGNA LIFESOURCE Transplant Network® Facility	100%	NOT APPLICABLE
Other CIGNA Network Facility Contracted to Provide Transplant Benefits	70%	50%
<b>Please note:</b> Prior Authorization from CIGNA is required for all Inpatient Services		
<b>Travel Benefit:</b> (Only available through CIGNA Lifesource Transplant Network ® Facility)	\$10,000	NOT APPLICABLE
<b>Travel Maximum:</b> per person per lifetime	\$10,000	NOT APPLICABLE

BENEFIT INFORMATION	IN-NETWORK (Based on CIGNA contract allowance)	OUT-OF-NETWORK (Based on Maximum Reimbursable Charge)
Prescription Drugs Benefits		
Brand Name Prescription Drug Deductible: not applicable to Generic Drugs (Combined In and Out of Network Services)	\$500 per Insured Person, per Calendar Year	\$500 per Insured Person, per Calendar Year
<u>CIGNA Pharmacy Retail Drug</u> <u>Program</u>		
<i>Generic drugs:</i> on the Prescription Drug List for a 30-day supply	\$15 Copayment per prescription/refill	50% per Prescription Order or refill
<b>Brand Name drugs designated as preferred:</b> on the Prescription Drug List with no Generic equivalent for a 30- day supply	\$40 Copayment per prescription/refill	50% per Prescription Order or refill
Brand Name drugs with a Generic equivalent and drugs designated as non-preferred: on the Prescription Drug List for a 30- day supply	\$65 Copayment per prescription/refill	50% per Prescription Order or refill
<b>Self-administered injectables:</b> (e.g. drugs used to treat rheumatoid arthritis, hepatitis C, multiple sclerosis, asthma)	50% per prescription/refill	50% per Prescription Order or refill
CIGNA Tel-Drug Mail Order Drug		
<u>Program</u> Generic drugs: on the Prescription Drug List for a 90-day supply	\$40 Copayment per prescription/refill	N/A
<b>Brand Name drugs designated as preferred:</b> on the Prescription Drug List with no Generic equivalent for a 90-day supply	\$100 Copayment per prescription/refill	N/A
<b>Brand Name drugs with a Generic</b> equivalent and drugs designated as non-preferred: on the Prescription Drug List for a 90-day supply	\$165 Copayment per prescription/refill	N/A
<b>Self-administered injectables:</b> (e.g. drugs used to treat rheumatoid arthritis, hepatitis C, multiple sclerosis, asthma)	50%	N/A

## E. Emergency Services and Benefits

CIGNA is obligated to provide reimbursement for emergency care at the Participating Provider level if the Insured Person cannot reasonably reach a Participating Provider and until the Insured Person can reasonably be expected to transfer to a Participating Provider.

The emergency care services subject to this section include:

- 1. any medical screening examination or evaluation required by state or federal law to be provided in the emergency department of a Hospital necessary to determine whether a medical emergency exists;
- 2. necessary emergency care services including the treatment and stabilization of an Emergency Medical Condition; and
- 3. services originating in a Hospital emergency department following treatment or stabilization of an Emergency Medical Condition.

#### F. Insured's Financial Responsibility

The Insured is responsible for paying the monthly or quarterly premium on a timely basis. The Insured is also responsible to pay Providers for charges that are applied to the Deductibles, Coinsurance, Copayment, Additional Deductibles, Penalties and any amounts charged by Non-Participating Providers in excess of the Maximum Reimbursable Charges. In addition, any charges for Medically Necessary items that are excluded under this Policy are the responsibility of the Insured.

## G. Exclusions, Limitations, and Reductions

#### 1. The Participating Provider Plan does not provide benefits for:

• Conditions which are Pre-existing as defined. • Any amounts in excess of maximum amounts of Covered Expenses. • Services not specifically listed as Covered Services. • Services or supplies that are not Medically Necessary. •Services or supplies that CIGNA considers to be for Experimental Procedures or Investigative Procedures. • Services received before the Effective Date of coverage. • Services received after coverage ends. • Services for which You have no legal obligation to pay or for which no charge would be made if You did not have a health plan or insurance coverage. Any condition for which benefits are paid, recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, even if the Insured Person does not claim those benefits. • Conditions caused by: (a) an act of war; (b) the inadvertent release of nuclear energy when government funds are available for treatment of Illness or Injury arising from such release of nuclear energy; (c) an Insured Person participating in the military service of any country; (d) an Insured Person participating in an insurrection, rebellion, or riot. • Any services provided by a local, state or federal government agency, except when payment under the Policy is expressly required by federal or state law. • If the Insured Person is eligible for Medicare parts A or B CIGNA will provide claim payment according to the Policy minus any amount paid by Medicare, not to exceed the amount CIGNA would have paid if it were the sole insurance carrier. • Any services for which payment may be obtained from any local, state or federal government agency (except Medicaid). Veterans Administration Hospitals and Military Treatment Facilities will be considered for payment according to current legislation. • Professional services received or supplies purchased from the Insured Person, a person who lives in the Insured Person's home or who is related to the Insured Person by blood, marriage or adoption. • Custodial Care. • Inpatient or outpatient services of a private duty nurse. • Inpatient room and board charges in connection with a Hospital stay primarily for environmental change or physical therapy; Custodial Care or rest cures; services provided by a rest home, a home for the aged, a nursing home or any similar facility service. • Assistance in activities of daily living, including but not limited to: bathing, eating, dressing, or other Custodial Care, self-care activities or homemaker services, and services primarily for rest, domiciliary or convalescent care. • Inpatient room and board charges in connection with a Hospital stay primarily for diagnostic tests which could have been performed safely on an outpatient basis. • Treatment of Mental, Emotional or Functional Nervous Disorders or psychological testing except as specifically provided in the Policy. However, medical conditions that are caused by behavior of the Insured Person and that may be associated with these mental conditions are not subject to these limitations. • Smoking cessation programs. • Treatment of substance abuse. • Dental services, dentures, bridges, crowns, caps or other dental prostheses, extraction of teeth or treatment to the teeth or gums, except as specifically provided in the Policy. • Orthodontic services, braces and other orthodontic appliances including orthodontic services for

temporomandibular joint dysfunction. • Dental implants: Dental materials implanted into or on bone or soft tissue or any associated procedure as part of the implantation or removal of dental implants. • Hearing aids. • Routine hearing tests except as provided under Well Baby and Well Child Care and Newborn Hearing Benefits. • Optometric services, eve exercises including orthoptics, eveglasses, contact lenses, routine eve exams, and routine eve refractions, except as specifically stated in the Policy. • An eve surgery solely for the purpose of correcting refractive defects of the eye, such as near-sightedness (myopia), astigmatism and/or farsightedness (presbyopia). • Outpatient speech therapy, except as specifically provided in the Policy. • Cosmetic surgery or other services for beautification, to improve or alter appearance or self esteem or to treat psychological or psychosocial complaints regarding one's appearance macromastia or gynecomatia surgeries; surgical treatment of varicose includina veins: abdominoplasty/panniculectomy; rhinoplasty; and blepharoplasty. This exclusion does not apply to Reconstructive Surgery to restore a bodily function or to correct a deformity caused by injury or congenital defect of a newborn child, or for Medically Necessary Reconstructive Surgery performed to restore symmetry incident to a mastectomy. • Aids or devices that assist with nonverbal communication, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers. Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books. • Non-Medical counseling or ancillary services, including but not limited to: education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other non-medical ancillary services for learning disabilities and developmental delays. • Services for redundant skin surgery, removal of skin tags, acupressure, craniosacral/cranial therapy, dance therapy, movement therapy, applied kinesiology, rolfing, pryotherapy and extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions, regardless of clinical indications. • Procedures or treatments to change characteristics of the body to those of the opposite sex. This includes any medical, surgical or psychiatric treatment or study related to sex change. • Treatment of sexual dysfunction impotence and/or inadequacy except if this is a result of an accidental injury, organic cause, trauma, infection, or congenital disease or anomalies. • All services related to the evaluation or treatment of fertility and/or Infertility, including, but not limited to, all tests, consultations, examinations, medications, invasive, medical, laboratory or surgical procedures including sterilization reversals and In vitro fertilization, except as specifically stated in this Plan. • All nonprescription drugs, devices and/or supplies that are available over the counter or without a prescription. Cryopreservation of sperm or eggs. • Orthopedic shoes (except when joined to braces) or shoe inserts, including orthotics. • Services primarily for weight reduction or treatment of obesity including morbid obesity, or any care which involves weight reduction as a main method for treatment. This includes any morbid obesity surgery, even if the Insured Person has other health conditions that might be helped by a reduction of obesity or weight, or any program, product or medical treatment for weight reduction or any expenses of any kind to treat obesity, weight control or weight reduction. • Routine physical exams or tests, that do not directly treat an actual Illness, Injury or condition, including those required by employment or government authority, including physical exams required for or by an employer, or for school, or sports physicals, except as otherwise specifically stated in this Plan • Charges by a Provider for telephone or email consultations. • Items which are furnished primarily for personal comfort or convenience (air purifiers, air conditioners, humidifiers, exercise equipment, treadmills, spas, elevators and supplies for hygiene or beautification, including wigs etc.). • Educational services except for diabetes selfmanagement training and as specifically provided or arranged by CIGNA. • Nutritional counseling or food supplements, except as specifically listed in the Policy. • Durable Medical Equipment not specifically listed as Covered Services in the Policy. Excluded Durable Medical Equipment includes, but is not limited to: orthopedic shoes or shoe inserts; air purifiers, air conditioners, humidifiers; exercise equipment, treadmills; spas; elevators; supplies for comfort, hygiene or beautification; disposable sheaths and supplies; correction appliances or support appliances and supplies such as stockings. • Physical, and/or Occupational Therapy/Medicine except when provided during an inpatient Hospital confinement or as specifically provided under the benefits for Physical and/or Occupational Therapy/Medicine. • Self-administered injectable drugs, except as stated in the Prescription Drug Benefits section of the Policy. • Syringes, except as stated in the Policy. • All Foreign Country Provider charges are excluded under this Policy except as specifically stated under Treatment received from Foreign Country Providers under the Benefits section of the Policy. • Growth Hormone Treatment except when such treatment is medically proven to be effective for the treatment of documented growth retardation due to deficiency of growth hormones, growth

retardation secondary to chronic renal failure before or during dialysis, or for patients with AIDS wasting syndrome. Services must also be clinically proven to be effective for such use and such treatment must be likely to result in a significant improvement of the Insured Person's condition. • Routine **foot care** including the pairing and removing of corns or calluses or the trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary. • **Charges for which We are unable to determine our liability** because the Insured Person failed, within 60 days, or as soon as reasonably possible to: (a) authorize us to receive all the medical records and information we requested; or (b) provide us with information we requested regarding the circumstances of the claim or other insurance coverage. • Charges for **animal to human organ transplants.** • Charges for **normal pregnancy or maternity care**, including normal delivery, elective abortions or elective/non-emergency cesarean sections except as specifically stated under <u>Complications of Pregnancy</u> in the 'Comprehensive Benefits' section of the Policy. • Claims received by CIGNA after 15 months from the date service was rendered, except in the event of a legal incapacity.

## The Participating Provider Plan does not provide Prescription Drug Benefits for:

- drugs available over the counter that do not require a prescription by federal or state law;
- drugs that do not require a federal legend (a federal designation for drugs requiring supervision of a Physician), other than insulin;
- any drug that is a pharmaceutical alternative to an over-the-counter drug other than insulin;
- a drug class in which at least one of the drugs is available over the counter and the drugs in the class are deemed to be therapeutically equivalent as determined by the P&T Committee;
- Drugs and medications used to induce non-spontaneous abortions.
- Infertility drugs;
- injectable infertility drugs and any injectable drugs that require Physician supervision and are not typically considered self-administered drugs. The following are examples of Physician supervised drugs: Injectables used to treat hemophilia and RSV (respiratory syncytial virus), chemotherapy injectables and endocrine and metabolic agents.
- any drugs that are experimental or investigational as described under the Medical "Exclusions" section of the Policy;
- Food and Drug Administration (FDA) approved drugs used for purposes other than those approved by the FDA unless the drug is recognized for the treatment of the particular indication in one of the standard reference compendia (The United States Pharmacopeia Drug Information or The American Hospital Formulary Service Drug Information) or in medical literature. Medical literature means scientific studies published in a peer-reviewed national professional medical journal;
- prescription and nonprescription supplies (such as ostomy supplies), devices, and appliances other than Related Supplies;
- drugs used for the treatment of sexual dysfunction, including, but not limited to erectile dysfunction, delayed ejaculation, anorgasmy, and decreased libido;
- prescription vitamins (other than prenatal vitamins), dietary supplements, and fluoride products;
- drugs used for cosmetic purposes such as drugs used to reduce wrinkles, drugs to promote hair growth as well as drugs used to control perspiration and fade cream products;
- diet pills or appetite suppressants (anorectics);
- prescription smoking cessation products;
- immunization agents, biological products for allergy immunization, biological sera, blood, blood plasma and other blood products or fractions and medications used for travel prophylaxis;
- Growth Hormone Treatment except when such treatment is medically proven to be effective for the treatment of documented growth retardation due to deficiency of growth hormones, growth retardation secondary to chronic renal failure before or during dialysis, or for patients with AIDS wasting syndrome. Services must also be clinically proven to be effective for such

use and such treatment must be likely to result in a significant improvement of the Insured's condition;

- Drugs obtained outside the United States;
- Drugs and medications used to induce non-spontaneous abortions;
- replacement of Prescription Drugs and Related Supplies due to loss or theft;
- drugs used to enhance athletic performance;
- drugs which are to be taken by or administered to the Insured Person while a patient in a licensed Hospital, Skilled Nursing Facility, rest home or similar institution which operates on its premises or allows to be operated on its premises a facility for dispensing pharmaceuticals;
- prescriptions more than one year from the original date of issue;

## 2. Pre-existing Condition Periods

Any services received by the an Insured Person age 19 or older on or within 12 months after the Effective Date of coverage will not be covered, if they are related to a Pre-existing Condition, as defined in the Definitions section of this Policy, which existed within a 12 month period preceding the Effective Date of coverage.

Routine follow-up care to determine whether a breast cancer has recurred in a person who has been previously determined to be free of breast cancer does not constitute medical advice, diagnosis, care, or treatment for purposes of determining pre-existing conditions, unless evidence of breast cancer is found during or as a result of the follow-up care.

The exclusion for Pre-existing Conditions does not apply to an Insured Person under age 19. This exclusion also does not apply to an Insured Person age 19 and older who was continuously covered by a plan with coverage that was similar or exceeds the coverage of this Plan. The coverage must have been in effect up to a date not more than 62 days prior to the Effective Date of the Insured Person's individual coverage, excluding any waiting period.

In determining the duration of the Pre-existing Condition exclusion, We will credit the time an Insured Person age 19 and older was previously covered under Creditable Coverage if the previous coverage was in effect at any time during the 18 months preceding the Effective Date of the Insured Person's coverage under this Plan. Proof of Creditable Coverage is required.

## 3. Waiting Periods

An Insured Person must be Insured for 6 consecutive months under this Policy to be eligible for benefits for all services including but not limited to all tests, consultations, examinations, medications; and invasive, medical, laboratory or surgical procedures that are related to the evaluation or treatment of:

- hernia, except for strangulated or incarcerated hernia.
- any disorder of the reproductive organs.
- varicose veins.
- hemorrhoids.
- any disorder of the tonsils or adenoids,
- gall bladder,

However, the 6 month waiting period will not apply if the treatment is for a medical emergency.

If you are admitted to a Hospital or Skilled Nursing Facility for any of the conditions requiring fulfillment of the waiting period before the end of the waiting period, no benefits will be provided for any portion of that Hospital stay.

**4.** An Insured or the Insured's spouse must also be enrolled for 30 consecutive days under this Policy prior to the inception of pregnancy to be eligible for any benefits for Complications Of Pregnancy.

## 5. Additional Deductibles and Access Fees

May apply in the following circumstances:

- Emergency room services: An Access Fee per visit will apply, unless that visit results in an impatient admission into that Hospital immediately following the Emergency room visit.
- Pharmacy requires fulfillment of an Additional Deductible for Brand Name Prescription Drugs. Each Insured Person must meet the separate Deductible each Year before receiving Prescription Drug benefits for Brand Name Formulary and Non-Formulary Drugs. This Deductible is separate from other benefits and does not accumulate toward satisfying any other Deductible. See the section entitled "Prescription Drug Benefits".

## 6. Penalties

May apply in the following circumstances:

- Services for Inpatient Hospital, Skilled Nursing facilities, Extended Care facilities, Organ/Tissue Transplants, and Hospice Care without a Prior Authorization may be subject to a \$500 Penalty.
- Free-Standing Outpatient Surgical Facility Services without a Prior Authorization may result in a \$60 Penalty.
- Specified outpatient surgeries and diagnostic procedures without Prior Authorization. May result in a \$60 Penalty.
- Services for Home Health and Durable Medical Equipment without Prior Authorization may result in a \$60 Penalty.

#### H. Prior Authorization Program

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

#### **Prior Authorization For Inpatient Services**

Prior Authorization is required for all non emergency inpatient admissions in order to be eligible for benefits. FAILURE TO OBTAIN PRIOR AUTHORIZATION PRIOR TO AN ELECTIVE ADMISSION MAY RESULT IN A PENALTY. REFER TO YOUR SCHEDULE OF BENEFITS FOR ADDITIONAL INFORMATION. Prior Authorization can be obtained by You, your Family Member(s) or the Provider by calling the number on the back of Your ID card. Prior Authorization requirements for inpatient services include, but may not be limited to:

- Inpatient Hospital
- Skilled Nursing Facilities
- Extended Care Facilities
- Organ and Tissue Transplants
- Hospice Care Services

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

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

## **Prior Authorization Of Outpatient Services**

Prior Authorization is also required for select outpatient procedures in order to be eligible for benefits. FAILURE TO OBTAIN PRIOR AUTHORIZATION PRIOR TO AN ELECTIVE OUTPATIENT SERVICE MAY RESULT IN A PENALTY. REFER TO YOUR SCHEDULE OF BENEFITS FOR ADDITIONAL INFORMATION. Prior Authorization can be obtained by You, your Family Member(s) or the Provider by calling the number on the back of Your ID card. Outpatient Prior Authorization should only be requested for non-emergency procedures or services, at least

four working days (Monday through Friday) prior to having the procedure performed or the service rendered.

Outpatient procedures which require Prior Authorization include, but are not limited to:

- Potential cosmetic procedures
- CT, PET scans, MRI
- Any surgeries on the above Prior Authorization list
- Speech Therapy
- Cardiac Rehabilitation
- External prosthetic devices
- Durable Medical Equipment
- Home Health Services
- Injectable drugs
- Major skin procedures
- Face/jaw surgery
- Breast reductions
- Hysterectomy
- Experimental or investigational procedures
- Back/Spine Procedures

## Prior Authorization for Certain Prescription Drugs

Coverage for certain Prescription Drugs and Related Supplies requires the Physician to obtain Prior Authorization from CIGNA before prescribing the drugs or supplies. If the Physician wishes to request coverage for Prescription Drugs or Related Supplies for which Prior Authorization is required, the Physician may call or complete the appropriate Prior Authorization form and fax it to CIGNA to request Prior Authorization for coverage of the Prescription Drugs or Related Supplies. The Physician should make this request before writing the prescription.

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

## **Retrospective Review**

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

## I. Continuity Of Care

- CIGNA will provide written notice to You within a reasonable period of time of any Participating Provider's termination or breach of, or inability to perform under, any provider contract, if CIGNA determines that You or Your Insured Family Members may be materially and adversely affected.
- Continuation of Care after Termination of a Provider whose participation has terminated:

CIGNA will provide benefits to You or Your Insured Family Members at the Participating Provider level for Covered Services of a terminated Provider for the following special circumstances:

• Ongoing treatment of an Insured Person up to the 90th day from the date of the provider's termination date.

- Ongoing treatment of an insured that at the time of termination has been diagnosed with a terminal illness, but in no event beyond 9 months from the date of the provider's termination date.
- We will provide the Insured Person with an updated list of local Participating Providers when requested. If the Insured Person would like a more extensive directory, or need a new provider listing for any other reason, please call CIGNA at the number on the ID card and We will provide the Insured Person with one, or visit our Web site, www.CIGNA.com.

## J. Complaint Resolution Procedures WHEN YOU HAVE A COMPLAINT OR AN ADVERSE DETERMINATION APPEAL

For the purposes of this section, any reference to the Insured Person also refers to a representative or provider designated by an Insured Person to act on your behalf, unless otherwise noted. We want you to be completely satisfied with the care received. That is why we have established a process for addressing concerns and solving your problems.

## When You Have a Complaint

We are here to listen and help. If an Insured Person has a complaint regarding a person, a service, the quality of care, or contractual benefits not related to Medical Necessity, you can call 1-800-CIGNA24 or our toll-free number, which appears on your Benefit Identification card, explanation of benefits, or claim form, and explain the concern to one of our Customer Service representatives. A complaint does not include: (a) a misunderstanding or problem of misinformation that can be promptly resolved by CIGNA by clearing up the misunderstanding or supplying the correct information to the Insured person's satisfaction; or (b) the Insured Person and their provider's dissatisfaction or disagreement with an adverse determination. We will do our best to resolve the matter on your initial contact. If we need more time to review or investigate your complaint, we will send a one page letter acknowledging the issue and the date on which we received the complaint no later than the fifth working day after we receive the complaint.

The Insured Person can also express that complaint in writing. Please write to us at the address that appears on your Benefit Identification card, explanation of benefits or claim form. We will do our best to resolve the matter on your initial contact. If we need more time to review or investigate your complaint, we will send a one page letter acknowledging the issue and the date on which we received the complaint no later than the fifth working day after we receive the complaint. We will respond in writing with a decision 30 calendar days after we receive a complaint for a post service coverage determination. If more time or information is needed to make the determination, we will notify the Insured Person in writing to request an extension of up to 15 calendar days and to specify any additional information needed to complete the review.

The Insured Person may request that the appeal process be expedited if, (a) the time frames under this process would seriously jeopardize the Insured Person's life, health or ability to regain maximum function or in the opinion of his Physician would cause severe pain which cannot be managed without the requested services; or (b) the appeal involves non-authorization of an admission or continuing inpatient Hospital stay. CIGNA's Physician reviewer, in consultation with the treating Physician, will decide if an expedited appeal is necessary. When a complaint is expedited, we will respond orally with a decision no later than one hour from the request, and followed up in writing within 3 calendar days.

If an Insured Person is not satisfied with the results of a coverage decision, they can start the complaint appeals procedure.

#### Complaint Appeals Procedure

To initiate an appeal of a complaint resolution decision, the Insured Person must submit a request for an appeal in writing. The Insured Person should state the reason why he or she feels the appeal should be approved and include any information supporting the appeal. If an Insured Person is unable or chooses not to write, he or she may ask to register the appeal by telephone. Call or write to Us at the toll-free number or address on the Benefit Identification card, explanation of benefits or claim form.

The complaint appeal request will be conducted by the Complaint Appeals Committee, which consists of at least three people. Anyone involved in the prior decision may not vote on the Committee. The Insured Person may present his or her situation to the Committee in person or by conference call.

We will acknowledge in writing that we have received the request within five working days after the date we receive the request for a Committee review and schedule a Committee review. The Committee review will be completed within 30 calendar days. If more time or information is needed to make the determination, we will notify the Insured Person in writing to request an extension of up to 15 calendar days and to specify any additional information needed by the Committee to complete the review. The Insured Person will be notified in writing of the Committee's decision within five working days after the Committee meeting, and within the Committee review time frames above if the Committee does not approve the requested coverage.

The Insured Person may request that the appeal process be expedited if, (a) the time frames under this process would seriously jeopardize the Insured Person's life, health or ability to regain maximum function or in the opinion of his or her Physician would cause severe pain which cannot be managed without the requested services; or (b) the appeal involves non-authorization of an admission or continuing inpatient Hospital stay. CIGNA's Physician reviewer, in consultation with the treating Physician will decide if an expedited appeal is necessary. When an appeal is expedited, we will respond orally with a decision no later than one hour from the request, and followed up in writing within three calendar days.

#### When You have an Adverse Determination Appeal

An Adverse Determination is a decision made by CIGNA that the health care service(s) furnished or proposed to be furnished to the Insured Person is (are) not Medically Necessary or clinically appropriate. An Adverse Determination also includes a denial by CIGNA of a request to cover a specific prescription drug prescribed by the Physician. If an Insured Person is not satisfied with the Adverse Determination, he or she may appeal the Adverse Determination orally or in writing. The Insured Person should state the reason why he or she feels the appeal should be approved and include any information supporting the appeal. We will acknowledge the appeal in writing within five working days after we receive the Adverse Determination Appeal request.

The appeal of an Adverse Determination will be reviewed and the decision made by a health care professional not involved in the initial decision. We will respond in writing with a decision within 30 calendar days after receiving the Adverse Determination appeal request.

The Insured Person may request that the appeal process be expedited if, (a) the time frames under this process would seriously jeopardize the Insured Person's life, health or ability to regain maximum function or in the opinion of his or her Physician would cause severe pain which cannot be managed without the requested services; or (b) your appeal involves non-authorization of an admission or continuing inpatient Hospital stay. CIGNA's Physician reviewer, in consultation with the treating Physician will decide if an expedited appeal is necessary. When an appeal is expedited, we will respond orally with a decision no later than one hour from the request, and followed up in writing within three calendar days. An Insured Person or their health care provider may also request to appeal an Adverse Determination regarding a retrospective review in the same manner as all other Adverse Determination appeals.

In addition, the treating Physician may request in writing a specialty review within 10 working days of our written decision. The specialty review will be conducted by a Physician in the same or similar specialty as the care under consideration. The specialty review will be completed and a response sent within 15 working days of the request. Specialty review is voluntary. If the specialty reviewer upholds the initial adverse determination they must provide the Insured Person's health care provider, who ordered the services, a reasonable opportunity to discuss the Insured Person's treatment plan and the clinical basis for the specialty reviewer's determination with a health care provider who is of the same specialty as the specialty reviewer. If the Insured Person remains dissatisfied, he or she is still eligible to request a review by an Independent Review Organization.

## Independent Review Procedure

If you are not fully satisfied with the decision of CIGNA's Adverse Determination appeal process or if you feel your condition is life-threatening, you may request that your appeal be referred to an Independent Review Organization. In the case of life-threatening conditions the Insured Person is entitled to an immediate appeal to an Independent Review Organization and will not be required to comply with the internal review process for Adverse Determinations. In addition, your treating Physician may request in writing that CIGNA conduct a specialty review. The specialty review request must be made within 10 days of receipt of the Adverse Determination appeal decision letter. CIGNA must complete the specialist review and send a written response within 15 days of its receipt of the request for specialty review. If the specialist upholds the initial Adverse Determination, you are still eligible to request a review by an Independent Review Organization. The Independent Review Organization is composed of persons who are not employed by CIGNA or any of its affiliates. A decision to use the voluntary level of appeal will not affect the claimant's rights to any other benefits under the Policy.

There is no charge for you to initiate this independent review process and the decision to use the process is voluntary. CIGNA will abide by the decision of the Independent Review Organization.

In order to request a referral to an Independent Review Organization, certain conditions apply. The reason for the denial must be based on a Medical Necessity or clinical appropriateness determination by CIGNA. Administrative, eligibility or benefit coverage limits or exclusions are not eligible for appeal under this process. You will receive detailed information on how to request an Independent Review and the required forms you will need to complete with every Adverse Determination notice.

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

## Appeal to the State of Florida

You have the right to contact the Florida Department of Insurance for assistance at any time for either a complaint or an Adverse Determination appeal. The Florida Department of Insurance may be contacted at the following address and telephone number:

The Department of Financial Services Division of Consumer Services Larson Building, Tallahassee, FL 32399 1-800-342-2762

## Notice of Benefit Determination on Appeal

Every notice of an appeal decision will be provided in writing or electronically and, if an adverse determination, will include: (1) the specific reason or reasons for the denial decision; (2) reference to the specific Policy provisions on which the decision is based; (3) a statement that the claimant is entitled to

receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other Relevant Information as defined; (4) upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding your appeal, and an explanation of the scientific or clinical judgment for a determination that is based on a Medical Necessity, experimental treatment or other similar exclusion or limit.

## Relevant Information

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

## K. Participating Providers

CIGNA will provide a current list of physicians and other health care providers currently participating with CIGNA and their locations to each Insured upon request.

To verify if a physician or other health care provider is currently participating with CIGNA and is accepting new CIGNA Insured's, the Insured should contact the Customer Service Unit at the number on the back of Your ID card, or visit our website, <u>www.cigna.com</u>.

## L. Renewability, Eligibility, and Continuation

- The Policy will renew except for the specific events stated in the Policy. CIGNA may change the premiums of the Policy after 45 days written notice to the Insured. However, CIGNA will not refuse to renew or change the premium schedule for the Policy on an individual basis, but only for all insured's in the same class and covered under the same Policy as You.
- 2. The Individual Plan Florida Open Access is designed for residents of Florida who are not enrolled under or covered by any other group or individual health coverage. You must notify CIGNA of all changes that may affect any Insured Person's eligibility under the Policy.
- 3. You or Your Insured Family Members will become ineligible for coverage:
  - a. When premiums are not paid according to the due dates and grace periods described in the Premium section of the Policy.
  - b. When the Insured's spouse is no longer married to the Insured.
  - c. When the Insured Person no longer meets eligibility requirements as an eligible Family Member.
- 4. If an Insured Person's eligibility under this Policy would terminate due to the Insured's death, divorce or other reason for the Insured's ineligibility stated in the Policy, except for the Insured's failure to pay premium, the Insured Person's insurance will be continued if the Insured Person exercising the continuation right notifies CIGNA and pays the appropriate monthly premium within 31 days following the date this Policy would otherwise terminate. Coverage will continue without evidence of insurability, and no pre-existing condition limitation will be imposed, unless unexpired prior to continuation under this Policy.

## M. Premium

- 1. The premium rates for this Policy are based on the age, place of residence, and the number and relationship of the Insured's Family Member(s) covered by the Policy. Changes in these factors may result in a change in premium.
  - a. The rate provided to You is for the residence shown in your application. It may not apply to a different place of residence. Your premium rates are subject to automatic adjustment upon change of residence.
  - b. CIGNA also has the right to change premiums after 45 days notice to you.