

## **County of Loudoun, Virginia**

CIGNA MEDICARE SURROUND

**EFFECTIVE DATE: January 1, 2021**

ASO57  
3319768

This document printed in April, 2021 takes the place of any documents previously issued to you which described your benefits.

Printed in U.S.A.



**THIS IS NOT A STANDARDIZED  
MEDICARE SUPPLEMENT PLAN**

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## **Important Information**

THIS IS NOT AN INSURED BENEFIT PLAN. THE BENEFITS DESCRIBED IN THIS BOOKLET OR ANY RIDER ATTACHED HERETO ARE SELF-INSURED BY COUNTY OF LOUDOUN, VIRGINIA WHICH IS RESPONSIBLE FOR THEIR PAYMENT. CIGNA HEALTH AND LIFE INSURANCE COMPANY (CIGNA) PROVIDES CLAIM ADMINISTRATION SERVICES TO THE PLAN, BUT CIGNA DOES NOT INSURE THE BENEFITS DESCRIBED.

THIS DOCUMENT MAY USE WORDS THAT DESCRIBE A PLAN INSURED BY CIGNA. BECAUSE THE PLAN IS NOT INSURED BY CIGNA, ALL REFERENCES TO INSURANCE SHALL BE READ TO INDICATE THAT THE PLAN IS SELF-INSURED. FOR EXAMPLE, REFERENCES TO "CIGNA," "INSURANCE COMPANY," AND "POLICYHOLDER" SHALL BE DEEMED TO MEAN YOUR "EMPLOYER" AND "POLICY" TO MEAN "PLAN" AND "INSURED" TO MEAN "COVERED" AND "INSURANCE" SHALL BE DEEMED TO MEAN "COVERAGE."

### **Explanation of Terms**

You will find terms starting with capital letters throughout your certificate. To help you understand your benefits, most of these terms are defined in the Definitions section of your certificate.

### **The Schedule**

**The Schedule is a brief outline of your maximum benefits which may be payable under your insurance. For a full description of each benefit, refer to the appropriate section listed in the Table of Contents.**

## Important Notices

### Discrimination is Against the Law

Cigna complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. Cigna does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

Cigna:

- 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, 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, contact customer service at the toll-free phone number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna 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 by sending an email to [ACAGrievance@cigna.com](mailto:ACAGrievance@cigna.com) or by writing to the following address:

Cigna  
Nondiscrimination Complaint Coordinator  
P.O. Box 188016  
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to [ACAGrievance@cigna.com](mailto:ACAGrievance@cigna.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, available 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, D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at  
<http://www.hhs.gov/ocr/office/file/index.html>.

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### Proficiency of Language Assistance Services

**English** – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

**Spanish** – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

**Chinese** – 注意：我們可為您免費提供語言協助服務。對於 Cigna 的現有客戶，請致電您的 ID 卡背面的號碼。其他客戶請致電 1.800.244.6224（聽障專線：請撥 711）。

**Vietnamese** – XIN LƯU Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Dành cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

**Korean** – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주시고. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해주시고.

**Tagalog** – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: I-dial ang 711).

**Russian** – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

Arabic – برجاء الانتباه خدمات الترجمة المجانية متاحة لكم لعملاء Cigna الحاليين برجاء الاتصال بالرقم المدون علي ظهر بطاقتكم الشخصية. او اتصل ب 1.800.244.6224 (TTY : اتصل ب 711).

**French Creole** – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna yo, rele nimewo ki

dèyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

**French** – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS : composez le numéro 711).

**Portuguese** – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

**Polish** – UWAGA: w celu skorzystania z dostępnej, bezpłatnej pomocy językowej, obecni klienci firmy Cigna mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1 800 244 6224 (TTY: wybierz 711).

**Japanese** –  
注意事項：日本語を話される場合、無料の言語支援サービスをご利用いただけます。現在のCignaのお客様は、IDカード裏面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224 (TTY: 711) まで、お電話にてご連絡ください。

**Italian** – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenti TTY: chiamare il numero 711).

**German** – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

**Persian (Farsi)** – توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه می‌شود. برای مشتریان فعلی Cigna، لطفاً با شماره‌ای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس بگیرید (شماره تلفن ویژه ناشنوايان: شماره 711 را شماره‌گیری کنید).

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### Additional Programs

We may, from time to time, offer or arrange for various entities to offer discounts, benefits, or other consideration to Eligible Persons and their Dependents for the purpose of promoting their general health and well being. We may also

arrange for the reimbursement of all or a portion of the cost of services provided by other parties to the Policyholder. Contact us for details regarding any such arrangements.

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## How To File Your Claim

Upon enrollment, for smoother claim payment, you should provide Cigna with your Medicare Claim Number as it appears on your Medicare I.D. card. You can:

- Enter it at [myCigna.com](http://myCigna.com) or
- Call Cigna Customer Service at the number on the back of your Cigna I.D. card.

You must submit expenses covered by this plan to Medicare before they can be considered for payment under this plan. Hospitals, Skilled Nursing Facilities, home health agencies, and Physicians are required by law to file Medicare claims for covered services and supplies that you receive.

If you visit your doctor or hospital, your doctor or hospital will send a claim directly to Medicare. Medicare will pay their part and will send the claim to Cigna. You will receive a Medicare Summary Notice (MSN) from Medicare. The Summary Notice will list your Medicare claims information including a note if the information was sent to your private insurer (Cigna) for additional benefits.

For services not covered by Medicare but covered by this plan, you will need to send a claim form to Cigna. You may get the required claim forms from your Benefit Plan Administrator, by calling customer service or from our website at [www.Cigna.com](http://www.Cigna.com). All fully completed claim forms and bills should be mailed directly to the claim address that appears on the back of your Cigna ID card.

### CLAIM REMINDERS

- BE SURE TO USE YOUR MEMBER ID AND ACCOUNT/GROUP NUMBER WHEN YOU FILE CIGNA'S CLAIM FORMS, OR WHEN YOU CALL CIGNA CUSTOMER SERVICE.

YOUR MEMBER ID IS THE ID SHOWN ON YOUR CIGNA IDENTIFICATION CARD.

YOUR CIGNA ACCOUNT/GROUP NUMBER IS THE 7-DIGIT POLICY NUMBER SHOWN ON YOUR CIGNA IDENTIFICATION CARD. PROVIDE YOUR MEDICARE CLAIM IDENTIFICATION NUMBER AS IT APPEARS ON YOUR MEDICARE ID CARD.

BE SURE TO FOLLOW THE INSTRUCTIONS LISTED ON THE BACK OF THE CLAIM FORM CAREFULLY WHEN SUBMITTING A CLAIM TO CIGNA.



**WARNING:** Any person who knowingly and with intent to defraud any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; or (2) conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act.

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## **Eligibility - Effective Date**

### **Insurance for Eligible Persons**

This plan is offered to you as an Eligible Person. To be insured, you may have to pay part of the cost.

You will become eligible for insurance on the day you are in a Class of Eligible Persons.

#### **Classes of Eligible Persons**

Each Eligible Person as reported to the insurance company by your Employer.

#### **Effective Date of Your Insurance**

You will become insured on the date you elect the insurance by completing the application process, but no earlier than the date you become eligible.

You will become insured on your first day of eligibility, following your election.

### **Insurance for Dependents**

For your Dependents to be insured, you may have to pay part of the cost of Dependent Insurance.

You will become eligible for Dependent insurance on the later of:

- the day you become eligible for yourself; or
- the day you acquire your first Dependent.

#### **Effective Date of Dependent Insurance**

Insurance for your Dependents will become effective on the date you elect it by completing the application process, but no earlier than the day you become eligible for Dependent Insurance. All of your Dependents as defined will be included.

#### **Eligibility Restrictions**

The Eligible Person must enroll for coverage under either this plan or a Related Plan in order to enroll for Dependent Insurance.

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## Cigna Medicare Surround (Part A and Part B)

### The Schedule

#### For You and Your Dependents

Part A benefits cover the same benefits covered under Medicare Part A. Part B benefits cover the same benefits covered under Medicare Part B. Unless otherwise noted, the benefits covered under this plan are limited to expenses approved by Medicare but not paid by Medicare. To receive benefits, you and your Dependents must pay a portion of the Covered Expenses. That portion is the Coinsurance.

#### Coinsurance

The term Coinsurance means the percentage of Covered Expenses that an insured person is required to pay under the plan, in addition to the Deductible, if any.

#### Out-of-Pocket Expenses

Out-of-Pocket Expenses are Covered Expenses incurred for charges that are not paid by the benefit plan because of any Part A or Part B expenses for:

- Coinsurance

When the Out-of-Pocket Maximum shown in The Schedule is reached, Injury and Sickness benefits are payable at 100% except for: Provider charges in excess of Maximum Reimbursable Charge.

BENEFIT HIGHLIGHTS	PART A EXPENSES PLAN PAYS	PART B EXPENSES PLAN PAYS
<b>Lifetime Maximum</b> Applies to Part A and B expenses	Unlimited	
<b>Coinsurance Levels</b> Part A  Part B Deductible  Remainder of expenses after the Part B Deductible	Coinsurance as shown below of the amount approved by Medicare but not paid by Medicare  Not Applicable  Not Applicable	Not Applicable  100% of the amount approved by Medicare but not paid by Medicare  100% of the amount approved by Medicare but not paid by Medicare

BENEFIT HIGHLIGHTS	PART A EXPENSES PLAN PAYS	PART B EXPENSES PLAN PAYS
<p><b>Maximum Reimbursable Charge</b> Maximum Reimbursable Charge is determined based on the lesser of the provider's normal charge for a similar service or supply; or</p> <p>A policyholder-selected percentile of charges made by providers of such service or supply in the geographic area where it is received as compiled in a database selected by Cigna.</p> <p><b>Note:</b> The provider may bill you for the difference between the provider's normal charge and the Maximum Reimbursable Charge, in addition to any applicable deductibles and coinsurance.</p> <p><b>Note:</b> Some providers forgive or waive the cost share obligation (e.g. your copayment, deductible and/or coinsurance) that this plan requires you to pay. Waiver of your required cost share obligation can jeopardize your coverage under this plan. For more details, see the Exclusions Section.</p>	Not Applicable	80th Percentile
<p><b>Out-of-Pocket Maximum</b> (Applies to Part A and Part B expenses)</p> <p>Individual</p>	\$2,500 per person	
<p><b>Inpatient Hospital - Facility Services</b></p> <p>Semi-private room and board, general nursing and miscellaneous services and supplies.</p> <p><b>A new benefit period begins each time the member is out of the hospital more than 60 days</b></p> <p>Days 1 - 60 per benefit period (using 60 lifetime reserve days)</p> <p>Days 1 - 150 per benefit period (using 60 lifetime reserve days)</p>	<p>\$200 Deductible Per Admission then 100% of the amount approved by Medicare but not paid by Medicare</p> <p>100% of the amount approved by Medicare but not paid by Medicare</p>	<p>Not Applicable</p> <p>Not Applicable</p>

BENEFIT HIGHLIGHTS	PART A EXPENSES PLAN PAYS	PART B EXPENSES PLAN PAYS
Once Lifetime Reserve days are used (or would have ended if used) additional 365 days of confinement per person per lifetime  Days 1-365	100% of the amount approved by Medicare but not paid by Medicare	Not Applicable
<b>Inpatient Services at Other Health Care Facilities</b>  Includes Skilled Nursing Facility, Rehabilitation Hospital and Sub-Acute Facilities  First 20 days 21st – 100th day	Medicare pays in full. \$50 Copay Per Admission then 100% of the amount approved by Medicare but not paid by Medicare	Not Applicable  Not Applicable
<b>Hospice/Inpatient Respite Care</b> (includes Bereavement Counseling)	100% of the amount approved by Medicare but not paid by Medicare	Not Applicable
<b>Physician's Services</b>  Primary Care Physician's Office Visit  Specialty Care Physician's Office Visit  Surgery Performed In the Physician's Office  Second Opinion Consultations (provided on a voluntary basis)  Allergy Treatment/Injections	Not Applicable  Not Applicable  Not Applicable  Not Applicable  Not Applicable	\$15 PCP per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare  \$30 Specialist per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare  \$15 PCP or \$30 Specialist per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare  \$15 PCP or \$30 Specialist per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare  \$15 PCP or \$30 Specialist per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare

BENEFIT HIGHLIGHTS	PART A EXPENSES PLAN PAYS	PART B EXPENSES PLAN PAYS
<p><b>Preventive Care</b></p> <p>Annual Routine Physical exam age 18 and over (includes certain screenings). Also covers a one time per lifetime “Welcome to Medicare” exam.</p> <p>Immunizations age 18 and over (includes flu shots, hepatitis B shots and Pneumococcal shots)</p>	<p>Not Applicable</p> <p>Not Applicable</p>	<p>100% of the amount approved by Medicare but not paid by Medicare</p> <p>100% of the amount approved by Medicare but not paid by Medicare</p>
<p><b>Early Cancer Detection Screenings</b></p>	<p>Not Applicable</p>	<p>100% of the amount approved by Medicare but not paid by Medicare</p>
<p><b>Outpatient Facility Services - Surgical Facility and Free Standing Ambulatory Surgery Center</b></p> <p>Operating Room, Recovery Room, Procedures Room and Treatment Room</p>	<p>Not Applicable</p>	<p>\$100 per visit deductible then 100% of the amount approved by Medicare but not paid by Medicare</p>
<p><b>Outpatient Facility Services Non-Surgical Facility</b></p> <p>Including but not limited to radiation therapy, chemotherapy, x-ray, MRI, CT Scan, PET Scan or lab services when done in an outpatient hospital facility</p>	<p>Not Applicable</p>	<p>\$30 per visit deductible then 100% of the amount approved by Medicare but not paid by Medicare</p>
<p><b>Inpatient Hospital Physician’s Visits/Consultations</b></p>	<p>Not Applicable</p>	<p>\$15 PCP or \$30 Specialist per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare</p>
<p><b>Inpatient Hospital Professional Services</b></p> <p>Surgeon/Assistant Surgeon Radiologist Pathologist Anesthesiologist</p>	<p>Not Applicable</p>	<p>100% of the amount approved by Medicare but not paid by Medicare</p>
<p><b>Outpatient Professional Services</b></p> <p>Surgeon/Assistant Surgeon Radiologist Pathologist Anesthesiologist</p>	<p>Not Applicable</p>	<p>100% of the amount approved by Medicare but not paid by Medicare</p>

BENEFIT HIGHLIGHTS	PART A EXPENSES PLAN PAYS	PART B EXPENSES PLAN PAYS
<p><b>Emergency and Urgent Care Services</b></p> <p>Physician's Office Visit</p> <p>Hospital Emergency Room</p> <p>Emergency Room Physician</p> <p>Urgent Care Facility or Outpatient Facility</p> <p>X-ray and/or Lab performed at the Emergency Room/Urgent Care Facility (billed by the facility as part of the ER/UC visit)</p> <p>Independent x-ray and/or Lab Facility in conjunction with an ER visit</p> <p>Advanced Radiological Imaging (i.e. MRIs, MRAs, CAT Scans, PET Scans etc.)</p> <p>Ambulance</p>	<p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p>	<p>\$15 PCP or \$30 Specialist per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare</p> <p>\$50 per visit deductible, then 100% of the amount approved by Medicare but not paid by Medicare. The per visit deductible is waived if the patient is admitted to the hospital.</p> <p>100% of the amount approved by Medicare but not paid by Medicare</p> <p>\$30 per visit deductible, then 100% of the amount approved by Medicare but not paid by Medicare</p> <p>100% of the amount approved by Medicare but not paid by Medicare</p> <p>100% of the amount approved by Medicare but not paid by Medicare</p> <p>100% of the amount approved by Medicare but not paid by Medicare</p> <p>\$50 per trip deductible then 100% of the amount approved by Medicare but not paid by Medicare</p>
<p><b>Laboratory, Radiology Services and Advanced Radiological Imaging</b> (includes diagnostic tests, pre-admission testing, MRIs, MRAs, CAT Scans and PET Scans)</p> <p>Physician's Office</p> <p>Outpatient Hospital Facility - non-Surgical Facility</p> <p>Independent X-ray and/or Lab Facility</p>	<p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p>	<p>\$15 PCP or \$30 Specialist per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare</p> <p>\$30 per visit deductible then 100% of the amount approved by Medicare but not paid by Medicare</p> <p>100% of the amount approved by Medicare but not paid by Medicare</p>

BENEFIT HIGHLIGHTS	PART A EXPENSES PLAN PAYS	PART B EXPENSES PLAN PAYS
<p><b>Outpatient Short-Term Rehabilitative Therapy and Chiropractic Care Services</b></p> <p>Maximum: Unlimited up to Medicare limits</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>Physical Therapy</li> <li>Speech Therapy</li> <li>Occupational Therapy</li> <li>Chiropractic Therapy (includes Chiropractors)</li> <li>Pulmonary Rehab</li> <li>Cognitive Therapy</li> <li>Cardiac Rehab</li> </ul>	Not Applicable	\$30 per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare
<p><b>Home Health Care</b></p> <p>Maximum: Unlimited</p>	Not covered by plan. Medicare pays in full.	100% of the amount approved by Medicare but not paid by Medicare
<p><b>Maternity Care Services</b></p> <p>Initial Visit to Confirm Pregnancy</p> <p><b>Note:</b> OB/GYNs are considered Specialists</p> <p>All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (i.e. global maternity fee)</p> <p>Office Visits in addition to the global maternity fee when performed by an OB/GYN or specialist</p> <p>Delivery - Facility</p> <ul style="list-style-type: none"> <li>(Inpatient Hospital)</li> <li>(Birthing Center)</li> </ul>	<p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Same as plan's Inpatient Hospital Facility benefit</p> <p>Not Applicable</p>	<p>\$15 PCP or \$30 Specialist per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare</p> <p>100% of the amount approved by Medicare but not paid by Medicare</p> <p>\$15 PCP or \$30 Specialist per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare</p> <p>Not Applicable</p> <p>Same as plan's Outpatient Surgical Facility benefit</p>

BENEFIT HIGHLIGHTS	PART A EXPENSES PLAN PAYS	PART B EXPENSES PLAN PAYS
<p><b>Abortion</b> Includes non-elective procedures only</p> <p>Physician's Office Visit</p> <p>Inpatient Facility</p> <p>Outpatient Facility</p> <p>Inpatient Physician's Services</p> <p>Outpatient Physician's Services</p>	<p>Not Applicable</p> <p>Same as plan's Inpatient Hospital Facility benefit</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p>	<p>\$15 PCP or \$30 Specialist per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare</p> <p>Not Applicable</p> <p>Same as plan's Outpatient Facility benefit</p> <p>100% of the amount approved by Medicare but not paid by Medicare</p> <p>100% of the amount approved by Medicare but not paid by Medicare</p>
<p><b>Family Planning Services</b> Surgical Sterilization Procedure for Vasectomy/Tubal Ligation Limited to Medicare covered services (excludes reversals)</p> <p>Physician's Office</p> <p>Inpatient Facility</p> <p>Outpatient Facility</p> <p>Inpatient Physician's Services</p> <p>Outpatient Physician's Services</p>	<p>Not Applicable</p> <p>Same as plan's Inpatient Hospital Facility benefit</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p>	<p>\$15 PCP or \$30 Specialist per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare</p> <p>Not Applicable</p> <p>Same as plan's Outpatient Facility benefit</p> <p>100% of the amount approved by Medicare but not paid by Medicare</p> <p>100% of the amount approved by Medicare but not paid by Medicare</p>



BENEFIT HIGHLIGHTS	PART A EXPENSES PLAN PAYS	PART B EXPENSES PLAN PAYS
<p><b>Infertility Treatment</b> Services Not Covered include:</p> <ul style="list-style-type: none"> <li>• Testing performed specifically to determine the cause of infertility.</li> <li>• Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct an infertility condition).</li> <li>• Artificial means of becoming pregnant are (e.g. Artificial Insemination, In-vitro, GIFT, ZIFT, etc).</li> </ul> <p><b>Note:</b> Coverage will be provided for the treatment of an underlying medical condition up to the point an infertility condition is diagnosed. Services will be covered as any other illness.</p>	Not Applicable	Not Covered
<p><b>Organ Transplants</b> Includes all medically appropriate, non-experimental transplants</p> <p>Inpatient Facility</p> <p>Inpatient Physician's Services</p> <p>Outpatient Physician's Services</p> <p>Travel Services</p>	<p>Same as plan's Inpatient Hospital Facility benefit</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Covered</p>	<p>Not Applicable</p> <p>100% of the amount approved by Medicare but not paid by Medicare</p> <p>100% of the amount approved by Medicare but not paid by Medicare</p> <p>Not Covered</p>
<p><b>Durable Medical Equipment</b> Maximum: Unlimited</p>	Not Applicable	100% of the amount approved by Medicare but not paid by Medicare
<p><b>External Prosthetic Appliances</b> Maximum: Unlimited</p>	Not Applicable	100% of the amount approved by Medicare but not paid by Medicare
<p><b>Diabetic Supplies and Services</b></p>	Not Applicable	100% of the amount approved by Medicare but not paid by Medicare

BENEFIT HIGHLIGHTS	PART A EXPENSES PLAN PAYS	PART B EXPENSES PLAN PAYS
<b>Clinical Trials</b> Physician's Office Visit  Inpatient Facility  Outpatient Facility  Inpatient Physician's Services  Outpatient Physician's Services	Not Applicable  Same as plan's Inpatient Hospital Facility benefit  Not Applicable  Not Applicable  Not Applicable	\$15 PCP or \$30 Specialist per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare  Not Applicable  Same as plan's Outpatient Facility benefit  100% of the amount approved by Medicare but not paid by Medicare  100% of the amount approved by Medicare but not paid by Medicare
<b>Dental Care</b> Limited to Medicare covered dental services  Physician's Office Visit  Inpatient Facility  Outpatient Surgical Facility  Physician's Services	Not Applicable  Same as plan's Inpatient Hospital Facility benefit  Not Applicable  Not Applicable	\$15 PCP or \$30 Specialist per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare  Not Applicable  Same as plan's Outpatient Surgical Facility benefit  100% of the amount approved by Medicare but not paid by Medicare
<b>TMJ Surgical and Non-surgical</b>	Not Covered	Not Covered
<b>Routine Foot Disorders</b> Includes only services associated with foot care for diabetes, peripheral neuropathies and peripheral vascular disease.	Not Applicable	100% of the amount approved by Medicare but not paid by Medicare
<b>Blood</b> First 3 pints in a calendar year  Additional amounts per calendar year	100% of the amount approved by Medicare but not paid by Medicare  100% of the amount approved by Medicare but not paid by Medicare	100% of the amount approved by Medicare but not paid by Medicare  100% of the amount approved by Medicare but not paid by Medicare
<b>Part B Covered Prescription Drugs</b>	Not Applicable	100% of the amount approved by Medicare but not paid by Medicare
<b>Smoking Cessation Counseling</b>	Not Applicable	100% of the amount approved by Medicare but not paid by Medicare

BENEFIT HIGHLIGHTS	PART A EXPENSES PLAN PAYS	PART B EXPENSES PLAN PAYS
<p><b>Mental Health and Substance Abuse</b></p> <p>Inpatient Psychiatric Hospital Lifetime Maximum: 190 days</p> <p>Outpatient</p> <p>    Individual Therapy</p> <p>    Group Therapy</p>	<p>Same as plan's Inpatient Hospital Facility benefit</p> <p>Not Applicable</p> <p>Not Applicable</p>	<p>Not Applicable</p> <p>\$15 PCP per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare</p> <p>\$15 PCP per office visit deductible then 100% of the amount approved by Medicare but not paid by Medicare</p>
<p><b>Foreign Travel</b></p> <p>Medically necessary emergency care services beginning during the first 60 days of each trip outside the USA:</p> <p>Calendar Year Deductible: \$50</p> <p>Lifetime Maximum: Unlimited</p>	<p>Not Applicable</p>	<p>100% after foreign travel deductible</p>
<p><b>Routine Hearing Exam</b></p> <p>Calendar Year Maximum: 1 routine exam per year</p>	<p>Not Applicable</p>	<p>\$15 PCP or \$30 Specialist per office visit deductible then 100% up to the Maximum Reimbursable Charge</p>

## Cigna Medicare Surround

### Covered Expenses

The term Covered Expenses means expenses incurred by a person while covered under this plan for the charges listed below for:

- preventive care services; and
- services or supplies that are Medically Necessary for the care and treatment of an Injury or Sickness, as determined by Medicare or Cigna.

As determined by Cigna, Covered Expenses may also include all charges made by an entity that has directly or indirectly contracted with Cigna to arrange, through contracts with providers of services and/or supplies, for the provision of any services and/or supplies listed below. **Any applicable Deductibles or limits are shown in The Schedule.**

### Covered Expenses

- charges made by a Hospital for Part A Medicare Eligible Expenses for a Hospital Confinement from the first day through the 150th day in any Medicare Benefit Period (includes 60 lifetime reserve days).
- charges made by a Skilled Nursing Facility, rehabilitation Hospital and sub-acute facilities for Part A Medicare Eligible Expenses from the 21st day through the 100th day in any Medicare Benefit Period. A person must have been in the Hospital for at least 3 days and entered a Medicare-approved facility within 30 days after leaving the Hospital.
- charges made for Hospice/Inpatient Respite Care for Part A Medicare Eligible Expenses which includes bereavement counseling for a terminally ill person.
- charges made for Part A Medicare Eligible Expenses for the first 3 pints of blood in a calendar year or equivalent quantities of packed red blood cells as defined under federal regulations unless replaced in accordance with federal regulations.
- charges made for Part A Medicare Eligible Expenses for additional amounts of blood after the first 3 pints in a calendar year.
- charges made for the Medicare Part B Deductible.
- charges made for the Medicare Approved Amounts remaining for Part B Medicare Eligible Expenses, including but not limited to:
  - charges made for inpatient and outpatient Physicians services.
  - charges made for laboratory and radiology services.
  - charges for Medicare Eligible Expenses for preventive care for an annual routine physical and a one time "Welcome to Medicare" exam.
  - charges made for immunizations.
  - charges for the following Early Cancer Detection Screenings, including but not limited to:
    - pap test and pelvic examination;
    - prostate cancer screening and digital exam;
    - mammogram screening;
    - colonoscopy;
    - sigmoidoscopy;
    - fecal blood test; and
    - barium enema.
  - charges made for Part B Medicare Eligible Expenses for the first 3 pints of blood in a calendar year or equivalent quantities of packed red blood cells as defined under federal regulations unless replaced in accordance with federal regulations.
  - charges made for Part B Medicare Eligible Expenses for additional amounts of blood after the first 3 pints in a calendar year.
  - charges made for outpatient short-term rehabilitative therapy.
  - charges made for home health care services.
  - charges made for maternity.
  - charges made for family planning surgical related services.
  - charges made for durable medical equipment and external prosthetic appliances.
  - charges made for diabetic supplies, including but not limited to: blood glucose test strips, blood glucose monitor, lancet devices and lancets, glucose control solutions for checking accuracy of test strips and monitors and therapeutic shoes or inserts.
  - charges made for clinical trials. This plan covers routine patient care costs and services related to an approved clinical trial for a qualified individual. The individual must be eligible to participate according to the trial protocol and **either** of the following conditions must be met:
    - the referring health care professional is a participating health care provider and has concluded that the individual's participation in such trial would be appropriate; or

- the individual provides medical and scientific information establishing that the individual's participation in the qualified trial would be appropriate.

In addition to qualifying as an individual, the clinical trial must also meet certain criteria in order for patient care costs and services to be covered.

The clinical trial must be a phase I, phase II, phase III, or phase IV clinical trial conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition that meets **any** of the following criteria:

- it is a federally funded trial. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
  - National Institutes of Health (NIH).
  - Centers for Disease Control and Prevention (CDC).
  - Agency for Health Care Research and Quality (AHRQ).
  - Centers for Medicare and Medicaid Services (CMS).
    - a cooperative group or center of any of the entities described above or the Department of Defense (DOD) or the Department of Veterans Affairs (VA).
    - a qualified non-governmental research entity identified in NIH guidelines for center support grants.
    - any of the following: Department of Energy, Department of Defense, Department of Veterans Affairs, if **both** of the following conditions are met:
      - the study or investigation has been reviewed and approved through a system of peer review comparable to the system of peer review of studies and investigations used by the National Institutes of Health (NIH); and
      - the study or investigation assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.
    - the study or investigation is conducted under an investigational new drug application reviewed by the U.S. Food and Drug Administration (FDA).
      - the study or investigation is a drug trial that is exempt from having such an investigational new drug application.

The plan does not cover any of the following services associated with a clinical trial:

- services that are not considered routine patient care costs and services, including the following:
  - the investigational drug, device, item, or service that is provided solely to satisfy data collection and analysis needs.
  - an item or service that is not used in the direct clinical management of the individual.
  - a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.
- an item or service provided by the research sponsors free of charge for any person enrolled in the trial.
- travel and transportation expenses, unless otherwise covered under the plan, including but not limited to the following: fees for personal vehicle, rental car, taxi, medical van, ambulance, commercial airline, train; mileage reimbursement for driving a personal vehicle; lodging; meals.

Examples of routine patient care costs and services include: radiological services; laboratory services; intravenous therapy; anesthesia services; Physician services; office services; Hospital services; room and board, and medical supplies that typically would be covered under the plan for an individual who is not enrolled in a clinical trial.

- charges made in an outpatient facility, emergency room or urgent care facility.
- charges made for Ambulance services.
- charges made for Medically Necessary foot care services routine foot disorders for diabetes, peripheral neuropathies, and peripheral vascular disease.
- charges made for prescription drugs, including but not limited to: antigens, osteoporosis drugs, erythropoiesis, blood clotting factors, injectable drugs, immunosuppressive drugs, oral cancer drugs, and oral anti-nausea drugs.
- charges for smoking cessation counseling.
- charges made for Mental Health and Substance Use Disorder.
- charges made for organ transplants.
- charges made for dental care.
- charges made for any Foreign Travel Emergency Services deductible and for the charges remaining after any such

deductible. Covered Expenses will include any Emergency Services that begin within the first 60 days of travel outside the United States in a year.

- charges made for a routine hearing exam.

HC-COV984

01-21

## Exclusions

Additional coverage limitations determined by plan or provider type are shown in The Schedule. Payment for the following is specifically excluded from this plan:

- any expense that is:
  - not a Medicare Eligible Expense; or
  - beyond the limits imposed by Medicare for such expense; or
  - excluded by name or specific description by Medicare; except as specifically provided under the “Covered Expenses” section or any other portion of this certificate including any riders attached.
- any portion of a Covered Expense to the extent paid or payable by Medicare;
- any benefits payable under one benefit of this plan to the extent payable under another benefit of this plan;
- Covered Expenses incurred after coverage terminates.

In addition, the following exclusions apply to any service that is a Covered Expense under this plan, but is not covered by Medicare:

- care for health conditions that are required by state or local law to be treated in a public facility.
- care required by state or federal law to be supplied by a public school system or school district.
- care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- treatment of an Injury or Sickness which is due to war, declared, or undeclared.
- charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan. For example, if Cigna determines that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of Copayment, Deductible, and/or Coinsurance amount(s) you are required to pay for a covered service (as shown on The Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the covered

service, or reduce the benefits in proportion to the amount of the Copayment, Deductible, and/or Coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a Non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received.

- charges arising out of or relating to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- for or in connection with experimental, investigational or unproven services.

Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, Substance Use Disorder or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:

- not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
- not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
- the subject of review or approval by an Institutional Review Board for the proposed use except as provided in the “Clinical Trials” section(s) of this plan; or
- the subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the “Clinical Trials” section(s) of this plan.
- cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
- unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.

- private Hospital rooms and/or private duty nursing.
- personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- blood administration for the purpose of general improvement in physical condition.
- for or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- massage therapy.

### **General Limitations**

- charges made by a Hospital owned or operated by or which provides care or performs services for, the United States Government, if such charges are directly related to a military-service-connected Injury or Sickness.
- to the extent that you or any one of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid.
- to the extent that payment is unlawful where the person resides when the expenses are incurred.
- for charges which would not have been made if the person had no insurance.
- to the extent that they are more than Maximum Reimbursable Charges.
- expenses for supplies, care, treatment, or surgery that are not Medically Necessary.
- charges made by any covered provider who is a member of your family or your Dependent's family.
- expenses incurred outside the United States other than expenses for medically necessary urgent or emergent care while temporarily traveling abroad.

HC-EXC353

01-19

### **Expenses For Which A Third Party May Be Responsible**

This plan does not cover:

- Expenses incurred by you or your Dependent; (hereinafter individually and collectively referred to as a "Participant,") for which another party may be responsible as a result of having caused or contributed to an Injury or Sickness.
- Expenses incurred by a Participant to the extent any payment is received for them either directly or indirectly from a third party tortfeasor or as a result of a settlement,

judgment or arbitration award in connection with any automobile medical, automobile no-fault, uninsured or underinsured motorist, homeowners, workers' compensation, government insurance (other than Medicaid), or similar type of insurance or coverage. The coverage under this plan is secondary to any automobile no-fault or similar coverage.

### **Subrogation/Right of Reimbursement**

If a Participant incurs a Covered Expense for which, in the opinion of the plan or its claim administrator, another party may be responsible or for which the Participant may receive payment as described above:

- **Subrogation:** The plan shall, to the extent permitted by law, be subrogated to all rights, claims or interests that a Participant may have against such party and shall automatically have a lien upon the proceeds of any recovery by a Participant from such party to the extent of any benefits paid under the plan. A Participant or his/her representative shall execute such documents as may be required to secure the plan's subrogation rights.
- **Right of Reimbursement:** The plan is also granted a right of reimbursement from the proceeds of any recovery whether by settlement, judgment, or otherwise. This right of reimbursement is cumulative with and not exclusive of the subrogation right granted in paragraph 1, but only to the extent of the benefits provided by the plan.

### **Lien of the Plan**

By accepting benefits under this plan, a Participant:

- grants a lien and assigns to the plan an amount equal to the benefits paid under the plan against any recovery made by or on behalf of the Participant which is binding on any attorney or other party who represents the Participant whether or not an agent of the Participant or of any insurance company or other financially responsible party against whom a Participant may have a claim provided said attorney, insurance carrier or other party has been notified by the plan or its agents;
- agrees that this lien shall constitute a charge against the proceeds of any recovery and the plan shall be entitled to assert a security interest thereon;
- agrees to hold the proceeds of any recovery in trust for the benefit of the plan to the extent of any payment made by the plan.

### **Additional Terms**

- No adult Participant hereunder may assign any rights that it may have to recover medical expenses from any third party or other person or entity to any minor Dependent of said adult Participant without the prior express written consent of the plan. The plan's right to recover shall apply to

- decedents', minors', and incompetent or disabled persons' settlements or recoveries.
- No Participant shall make any settlement, which specifically reduces or excludes, or attempts to reduce or exclude, the benefits provided by the plan.
  - The plan's right of recovery shall be a prior lien against any proceeds recovered by the Participant. This right of recovery shall not be defeated nor reduced by the application of any so-called "Made-Whole Doctrine", "Rimes Doctrine", or any other such doctrine purporting to defeat the plan's recovery rights by allocating the proceeds exclusively to non-medical expense damages.
  - No Participant hereunder shall incur any expenses on behalf of the plan in pursuit of the plan's rights hereunder, specifically; no court costs, attorneys' fees or other representatives' fees may be deducted from the plan's recovery without the prior express written consent of the plan. This right shall not be defeated by any so-called "Fund Doctrine", "Common Fund Doctrine", or "Attorney's Fund Doctrine".
  - The plan shall recover the full amount of benefits provided hereunder without regard to any claim of fault on the part of any Participant, whether under comparative negligence or otherwise.
  - The plan hereby disavows all equitable defenses in pursuit of its right of recovery. The plan's subrogation or recovery rights are neither affected nor diminished by equitable defenses.
  - In the event that a Participant shall fail or refuse to honor its obligations hereunder, then the plan shall be entitled to recover any costs incurred in enforcing the terms hereof including, but not limited to, attorney's fees, litigation, court costs, and other expenses. The plan shall also be entitled to offset the reimbursement obligation against any entitlement to future medical benefits hereunder until the Participant has fully complied with his reimbursement obligations hereunder, regardless of how those future medical benefits are incurred.
  - Any reference to state law in any other provision of this plan shall not be applicable to this provision, if the plan is governed by ERISA. By acceptance of benefits under the plan, the Participant agrees that a breach hereof would cause irreparable and substantial harm and that no adequate remedy at law would exist. Further, the Plan shall be entitled to invoke such equitable remedies as may be necessary to enforce the terms of the plan, including, but not limited to, specific performance, restitution, the imposition of an equitable lien and/or constructive trust, as well as injunctive relief.

- Participants must assist the plan in pursuing any subrogation or recovery rights by providing requested information.

HC-SUB77

01-17

## Payment of Benefits

### To Whom Payable

Medical Benefits are assignable to the provider if the provider does not participate with Medicare. When you assign benefits to a provider, you have assigned the entire amount of the benefits due on that claim. If the provider is overpaid because of accepting a patient's payment on the charge, it is the provider's responsibility to reimburse the patient. All claims for providers that participate with Medicare will be assigned to the provider.

Cigna may, at its option, make payment to you for the cost of any Covered Expenses from a Non-Participating Medicare Provider even if benefits have been assigned. When benefits are paid to you or your Dependents, you or your Dependents are responsible for reimbursing the provider.

If any person to whom benefits are payable is a minor or, in the opinion of Cigna, is not able to give a valid receipt for any payment due him, such payment will be made to his legal guardian. If no request for payment has been made by his legal guardian, Cigna may, at its option, make payment to the person or institution appearing to have assumed his custody and support.

When one of our participants passes away, Cigna may receive notice that an executor of the estate has been established. The executor has the same rights as our insured and benefit payments for unassigned claims should be made payable to the executor.

Payment as described above will release Cigna from all liability to the extent of any payment made.

### Recovery of Overpayment

When an overpayment has been made by Cigna, Cigna will have the right at any time to: recover that overpayment from the person to whom or on whose behalf it was made; or offset the amount of that overpayment from a future claim payment. In addition, your acceptance of benefits under this plan and/or assignment of Medical Benefits separately creates an equitable lien by agreement pursuant to which Cigna may seek recovery of any overpayment. You agree that Cigna, in seeking recovery of any overpayment as a contractual right or as an equitable line by agreement, may pursue the general assets of the person or entity to whom or on whose behalf the overpayment was made.



## Calculation of Covered Expenses

Cigna, in its discretion, will calculate Covered Expenses following evaluation and validation of all provider billings in accordance with:

- the methodologies in the most recent edition of the Current Procedural terminology.
- the methodologies as reported by generally recognized professionals or publications.

HC-POB31

09-13  
V3

## Termination of Insurance

### Eligible Persons

Your insurance will cease on the earliest date below:

- the date you cease to be in a Class of Eligible Persons or cease to qualify for the insurance.
- the last day for which you have made any required contribution for the insurance.
- the date the policy is canceled.

### Dependents

Your insurance for all of your Dependents will cease on the earliest date below:

- the date your insurance ceases.
- the date you cease to be eligible for Dependent Insurance.
- the last day for which you have made any required contribution for the insurance.
- the date Dependent Insurance is canceled.

The insurance for any one of your Dependents will cease on the date that Dependent no longer qualifies as a Dependent.

HC-TRM75

10-10  
V1

## Federal Requirements

The following pages explain your rights and responsibilities under federal laws and regulations. Some states may have similar requirements. If a similar provision appears elsewhere in this booklet, the provision which provides the better benefit will apply.

All references in this section to "Employee" shall be deemed to mean "Eligible Person".

HC-FED1

10-10

## Qualified Medical Child Support Order (QMCSO)

### Eligibility for Coverage Under a QMCSO

If a Qualified Medical Child Support Order (QMCSO) is issued for your child, that child will be eligible for coverage as required by the order, provided the child is otherwise eligible under this plan.

You must notify your Employer and elect coverage for that child, and yourself if you are not already enrolled, within 31 days of the QMCSO being issued.

### Qualified Medical Child Support Order Defined

A Qualified Medical Child Support Order is a judgment, decree or order (including approval of a settlement agreement) or administrative notice, which is issued pursuant to a state domestic relations law (including a community property law), or to an administrative process, which provides for child support or provides for health benefit coverage to such child and relates to benefits under the group health plan, and satisfies all of the following:

- the order recognizes or creates a child's right to receive group health benefits for which a participant or beneficiary is eligible;
- the order specifies your name and last known address, and the child's name and last known address, except that the name and address of an official of a state or political subdivision may be substituted for the child's mailing address;
- the order provides a description of the coverage to be provided, or the manner in which the type of coverage is to be determined;
- the order states the period to which it applies; and
- if the order is a National Medical Support Notice completed in accordance with the Child Support Performance and Incentive Act of 1998, such Notice meets the requirements above.

The QMCSO may not require the health insurance policy to provide coverage for any type or form of benefit or option not otherwise provided under the policy, except that an order may require a plan to comply with State laws regarding health care coverage.

#### **Payment of Benefits**

Any payment of benefits in reimbursement for Covered Expenses paid by the child, or the child's custodial parent or legal guardian, shall be made to the child, the child's custodial parent or legal guardian, or a state official whose name and address have been substituted for the name and address of the child.

HC-FED4

10-10

### **Special Enrollment Rights Under the Health Insurance Portability & Accountability Act (HIPAA)**

If you or your eligible Dependent(s) experience a special enrollment event as described below, you or your eligible Dependent(s) may be entitled to enroll in the Plan outside of a designated enrollment period upon the occurrence of one of the special enrollment events listed below. If you are already enrolled in the Plan, you may request enrollment for you and your eligible Dependent(s) under a different option offered by the Employer for which you are currently eligible. If you are not already enrolled in the Plan, you must request special enrollment for yourself in addition to your eligible Dependent(s). You and all of your eligible Dependent(s) must be covered under the same option. The special enrollment events include:

- **Acquiring a new Dependent.** If you acquire a new Dependent(s) through marriage, birth, adoption or placement for adoption, you may request special enrollment for any of the following combinations of individuals if not already enrolled in the Plan: Employee only; spouse only; Employee and spouse; Dependent child(ren) only; Employee and Dependent child(ren); Employee, spouse and Dependent child(ren). Enrollment of Dependent children is limited to the adopted children or children who became Dependent children of the Employee due to marriage.
- **Loss of eligibility for State Medicaid or Children's Health Insurance Program (CHIP).** If you and/or your Dependent(s) were covered under a state Medicaid or CHIP plan and the coverage is terminated due to a loss of eligibility, you may request special enrollment for yourself and any affected Dependent(s) who are not already enrolled in the Plan. You must request enrollment within 60 days after termination of Medicaid or CHIP coverage.
- **Loss of eligibility for other coverage (excluding continuation coverage).** If coverage was declined under this Plan due to coverage under another plan, and eligibility for the other coverage is lost, you and all of your eligible Dependent(s) may request special enrollment in this Plan. If required by the Plan, when enrollment in this Plan was previously declined, it must have been declined in writing with a statement that the reason for declining enrollment was due to other health coverage. This provision applies to loss of eligibility as a result of any of the following:
  - divorce or legal separation;
  - cessation of Dependent status (such as reaching the limiting age);
  - death of the Employee;
  - termination of employment;
  - reduction in work hours to below the minimum required for eligibility;
  - you or your Dependent(s) no longer reside, live or work in the other plan's network service area and no other coverage is available under the other plan;
  - you or your Dependent(s) incur a claim which meets or exceeds the lifetime maximum limit that is applicable to all benefits offered under the other plan; or
  - the other plan no longer offers any benefits to a class of similarly situated individuals.
- **Termination of Employer contributions (excluding continuation coverage).** If a current or former Employer ceases all contributions toward the Employee's or Dependent's other coverage, special enrollment may be requested in this Plan for you and all of your eligible Dependent(s).
- **Exhaustion of COBRA or other continuation coverage.** Special enrollment may be requested in this Plan for you and all of your eligible Dependent(s) upon exhaustion of COBRA or other continuation coverage. If you or your Dependent(s) elect COBRA or other continuation coverage following loss of coverage under another plan, the COBRA or other continuation coverage must be exhausted before any special enrollment rights exist under this Plan. An individual is considered to have exhausted COBRA or other continuation coverage only if such coverage ceases: due to failure of the Employer or other responsible entity to remit premiums on a timely basis; when the person no longer resides or works in the other plan's service area and there is no other COBRA or continuation coverage available under the plan; or when the individual incurs a claim that would meet or exceed a lifetime maximum limit on all benefits and there is no other COBRA or other continuation coverage available to the individual. This does not include termination of an Employer's limited period of

contributions toward COBRA or other continuation coverage as provided under any severance or other agreement.

- **Eligibility for employment assistance under State Medicaid or Children’s Health Insurance Program (CHIP).** If you and/or your Dependent(s) become eligible for assistance with group health plan premium payments under a state Medicaid or CHIP plan, you may request special enrollment for yourself and any affected Dependent(s) who are not already enrolled in the Plan. You must request enrollment within 60 days after the date you are determined to be eligible for assistance.

**Except as stated above, special enrollment must be requested within 30 days after the occurrence of the special enrollment event. If the special enrollment event is the adoption of a Dependent child, coverage will be effective immediately on the date of adoption or placement for adoption. Coverage with regard to any other special enrollment event will be effective no later than the first day of the first calendar month following receipt of the request for special enrollment.**

Domestic Partners and their children (if not legal children of the Employee) are not eligible for special enrollment.

HC-FED96

04-17

## Coverage for Maternity Hospital Stay

Under federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by cesarean section. However, the plan or issuer may pay for a shorter stay if the attending provider (e.g., your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

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

**In addition, a plan or issuer may not, under federal law, require that a physician or other health care provider obtain authorization 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 precertification. For**

**information on precertification, contact your plan administrator.**

HC-FED10

10-10

## Women’s Health and Cancer Rights Act (WHCRA)

Do you know that your plan, as required by the Women’s Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema? Call Member Services at the toll free number listed on your ID card for more information.

HC-FED12

10-10

## Coordination with Medicare

Benefits provided under this plan will not duplicate any benefits paid by Medicare. Determination of the amount payable under this plan will be based upon the difference between the amount paid by Medicare and the Medicare Approved Amount (for Part A) or the Maximum Reimbursable Charge (for Part B).

### Eligibility for Medicare

This plan will assume the amount payable under Part A and/or Part B of Medicare for a person who is eligible for but is not currently enrolled in that Part(s), or Part B of Medicare for a person who has entered into a private contract with a provider, to be the amount he would receive in the absence of such private contract. A person is considered to be eligible for Medicare on the earliest date any coverage under Medicare could become effective for that person.

HC-FED41

07-12

## Claim Determination Procedures

**The following complies with federal law. Provisions of applicable laws of your state may supersede.**

### Procedures Regarding Medical Necessity Determinations

In general, health services and benefits must be Medically Necessary to be covered under the plan. The procedures for determining Medical Necessity vary, according to the type of service or benefit requested, and the type of health plan.

Medical Necessity determinations are made on a preservice, concurrent, or postservice basis, as described below:

Certain services require prior authorization in order to be covered. The booklet describes who is responsible for obtaining this review. You or your authorized representative (typically, your health care professional) must request prior authorization according to the procedures described below, in the booklet, and in your provider's network participation documents as applicable.

When services or benefits are determined to be not covered, you or your representative will receive a written description of the adverse determination, and may appeal the determination. Appeal procedures are described in the booklet, in your provider's network participation documents as applicable, and in the determination notices.

Note: An oral statement made to you by a representative of Cigna or its designee that indicates, for example, a particular service is a Covered Expense, is authorized for coverage by the plan, or that you are eligible for coverage is not a guarantee that you will receive benefits for services under this plan. Cigna will make a benefit determination after a claim is received from you or your authorized representative, and the benefit determination will be based on, your eligibility as of the date services were rendered to you and the terms and conditions of the plan in effect as of the date services were rendered to you.

#### **Preservice Determinations**

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

If the determination periods above would seriously jeopardize your life or health, your ability to regain maximum function, or in the opinion of a health care professional with knowledge of your health condition, cause you severe pain which cannot be managed without the requested services, Cigna will make the preservice determination on an expedited basis. Cigna's reviewer, in consultation with the treating health care professional, will decide if an expedited determination is necessary. Cigna will notify you or your representative of an

expedited determination within 72 hours after receiving the request.

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

If you or your representative attempts to request a preservice determination, but fails to follow Cigna's procedures for requesting a required preservice determination, Cigna will notify you or your representative of the failure and describe the proper procedures for filing within 5 days (or 24 hours, if an expedited determination is required, as described above) after receiving the request. This notice may be provided orally, unless you or your representative requests written notification.

#### **Concurrent Determinations**

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

#### **Postservice Determinations**

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

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

#### **Notice of Adverse Determination**

Every notice of an adverse benefit determination will be provided in writing or electronically, and will include all of

the following that pertain to the determination: the specific reason or reasons for the adverse determination; reference to the specific plan provisions on which the determination is based; a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary; a description of the plan's review procedures and the time limits applicable, including a statement of a claimant's rights to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on appeal, (if applicable); upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding your claim; and an explanation of the scientific or clinical judgment for a determination that is based on a Medical Necessity, experimental treatment or other similar exclusion or limit; and in the case of a claim involving urgent care, a description of the expedited review process applicable to such claim.

HC-FED104

01-19

## **Medical - When You Have a Complaint or an Appeal**

For the purposes of this section, any reference to "you" or "your" also refers to a representative or provider designated by you to act on your behalf; unless otherwise noted.

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

### **Start With Customer Service**

We are here to listen and help. If you have a concern regarding a person, a service, the quality of care, or contractual benefits, you may call the toll-free number on your ID card, explanation of benefits, or claim form and explain your concern to one of our Customer Service representatives. You may also express that concern in writing.

We will do our best to resolve the matter on your initial contact. If we need more time to review or investigate your concern, we will get back to you as soon as possible, but in any case within 30 days. If you are not satisfied with the results of a coverage decision, you may start the appeals procedure.

### **Internal Appeals Procedure**

To initiate an appeal of an adverse benefit determination, you must submit a request for an appeal to Cigna within 180 days of receipt of a denial notice. If you appeal a reduction or termination in coverage for an ongoing course of treatment that Cigna previously approved, you will receive, as required

by applicable law, continued coverage pending the outcome of an appeal.

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

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

We will respond in writing with a decision within 30 calendar days after we receive an appeal for a required preservice or concurrent care coverage determination or a postservice Medical Necessity determination. We will respond within 60 calendar days after we receive an appeal for any other postservice coverage determination. If more time or information is needed to make the determination, we will notify you in writing to request an extension of up to 15 calendar days and to specify any additional information needed to complete the review.

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

When an appeal is expedited, Cigna will respond orally with a decision within 72 hours, followed up in writing.

### **External Review Procedure**

If you are not fully satisfied with the decision of Cigna's internal appeal review regarding your Medical Necessity or clinical appropriateness issue, you may request that your appeal be referred to an Independent Review Organization (IRO). The IRO is composed of persons who are not employed by Cigna, or any of its affiliates. A decision to request an external review to an IRO will not affect the claimant's rights to any other benefits under the plan.

There is no charge for you to initiate an external review. Cigna and your benefit plan will abide by the decision of the IRO.

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

To request a review, you must notify the Appeals Coordinator within 4 months of your receipt of Cigna's appeal review denial. Cigna will then forward the file to a randomly selected IRO. The IRO will render an opinion within 30 days.

When requested and when a delay would be detrimental to your medical condition, as determined by Cigna's reviewer, the external review shall be completed within 3 days.

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

You also have the right to bring a civil action under section 502(a) of ERISA if you are not satisfied with the decision on review. You or your plan may have other voluntary alternative dispute resolution options such as Mediation. One way to find out what may be available is to contact your local U.S. Department of Labor office and your State insurance regulatory agency. You may also contact the Plan Administrator.

### **Relevant Information**

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

### **Legal Action**

If your plan is governed by ERISA, you have the right to bring a civil action under section 502(a) of ERISA if you are not satisfied with the outcome of the Appeals Procedure. In most instances, you may not initiate a legal action against Cigna until you have completed the appeal processes. However, no action will be brought at all unless brought within three years after proof of claim is required under the Plan.

HC-FED110

01-21

## **COBRA Continuation Rights Under Federal Law**

### **For You and Your Dependents**

#### **What is COBRA Continuation Coverage?**

Under federal law, you and/or your Dependents must be given the opportunity to continue health insurance when there is a "qualifying event" that would result in loss of coverage under the Plan. You and/or your Dependents will be permitted to continue the same coverage under which you or your Dependents were covered on the day before the qualifying event occurred, unless you move out of that plan's coverage

area or the plan is no longer available. You and/or your Dependents cannot change coverage options until the next open enrollment period.

#### **When is COBRA Continuation Available?**

For you and your Dependents, COBRA continuation is available for up to 18 months from the date of the following qualifying events if the event would result in a loss of coverage under the Plan:

- The Employer files Bankruptcy under Title 11 of the United States Code.

For your Dependents, COBRA continuation coverage is available for up to 36 months from the date of the following qualifying events if the event would result in a loss of coverage under the Plan:

- your death;
- your divorce or legal separation; or
- for a Dependent child, failure to continue to qualify as a Dependent under the Plan.

#### **Who is Entitled to COBRA Continuation?**

Only a "qualified beneficiary" (as defined by federal law) may elect to continue health insurance coverage. A qualified beneficiary may include the following individuals who were covered by the Plan on the day the qualifying event occurred: you, your spouse, and your Dependent children. Each qualified beneficiary has their own right to elect or decline COBRA continuation coverage even if you decline or are not eligible for COBRA continuation.

The following individuals are not qualified beneficiaries for purposes of COBRA continuation: domestic partners, grandchildren (unless adopted by you), stepchildren (unless adopted by you). Although these individuals do not have an independent right to elect COBRA continuation coverage, if you elect COBRA continuation coverage for yourself, you may also cover your Dependents even if they are not considered qualified beneficiaries under COBRA. However, such individuals' coverage will terminate when your COBRA continuation coverage terminates. The sections titled "Secondary Qualifying Events" and "Medicare Extension For Your Dependents" are not applicable to these individuals.

#### **Secondary Qualifying Events**

If, as a result of your termination of employment or reduction in work hours, your Dependent(s) have elected COBRA continuation coverage and one or more Dependents experience another COBRA qualifying event, the affected Dependent(s) may elect to extend their COBRA continuation coverage for an additional 18 months (7 months if the secondary event occurs within the disability extension period) for a maximum of 36 months from the initial qualifying event. The second qualifying event must occur before the end of the initial 18 months of COBRA continuation coverage or within the

disability extension period discussed below. Under no circumstances will COBRA continuation coverage be available for more than 36 months from the initial qualifying event. Secondary qualifying events are: your death; your divorce or legal separation; or, for a Dependent child, failure to continue to qualify as a Dependent under the Plan.

### **Disability Extension**

If, after electing COBRA continuation coverage due to your termination of employment or reduction in work hours, you or one of your Dependents is determined by the Social Security Administration (SSA) to be totally disabled under Title II or XVI of the SSA, you and all of your Dependents who have elected COBRA continuation coverage may extend such continuation for an additional 11 months, for a maximum of 29 months from the initial qualifying event.

To qualify for the disability extension, all of the following requirements must be satisfied:

- SSA must determine that the disability occurred prior to or within 60 days after the disabled individual elected COBRA continuation coverage; and
- A copy of the written SSA determination must be provided to the Plan Administrator within 60 calendar days after the date the SSA determination is made AND before the end of the initial 18-month continuation period.

If the SSA later determines that the individual is no longer disabled, you must notify the Plan Administrator within 30 days after the date the final determination is made by SSA. The 11-month disability extension will terminate for all covered persons on the first day of the month that is more than 30 days after the date the SSA makes a final determination that the disabled individual is no longer disabled.

All causes for “Termination of COBRA Continuation” listed below will also apply to the period of disability extension.

### **Medicare Extension for Your Dependents**

When the qualifying event is your termination of employment or reduction in work hours and you became enrolled in Medicare (Part A, Part B or both) within the 18 months before the qualifying event, COBRA continuation coverage for your Dependents will last for up to 36 months after the date you became enrolled in Medicare. Your COBRA continuation coverage will last for up to 18 months from the date of your termination of employment or reduction in work hours.

### **Termination of COBRA Continuation**

COBRA continuation coverage will be terminated upon the occurrence of any of the following:

- the end of the COBRA continuation period of 18, 29 or 36 months, as applicable;
- failure to pay the required premium within 30 calendar days after the due date;

- cancellation of the Employer’s policy with Cigna;
- after electing COBRA continuation coverage, a qualified beneficiary becomes covered under another group health plan, unless the qualified beneficiary has a condition for which the new plan limits or excludes coverage under a pre-existing condition provision. In such case coverage will continue until the earliest of: the end of the applicable maximum period; the date the pre-existing condition provision is no longer applicable; or the occurrence of an event described in one of the first three bullets above;
- any reason the Plan would terminate coverage of a participant or beneficiary who is not receiving continuation coverage (e.g., fraud).

### **Employer’s Notification Requirements**

Your Employer is required to provide you and/or your Dependents with the following notices:

- An initial notification of COBRA continuation rights must be provided within 90 days after your (or your spouse’s) coverage under the Plan begins (or the Plan first becomes subject to COBRA continuation requirements, if later). If you and/or your Dependents experience a qualifying event before the end of that 90-day period, the initial notice must be provided within the time frame required for the COBRA continuation coverage election notice as explained below.
- A COBRA continuation coverage election notice must be provided to you and/or your Dependents within the following timeframes:
  - if the Plan provides that COBRA continuation coverage and the period within which an Employer must notify the Plan Administrator of a qualifying event starts upon the loss of coverage, 44 days after loss of coverage under the Plan;
  - if the Plan provides that COBRA continuation coverage and the period within which an Employer must notify the Plan Administrator of a qualifying event starts upon the occurrence of a qualifying event, 44 days after the qualifying event occurs; or
  - in the case of a multi-employer plan, no later than 14 days after the end of the period in which Employers must provide notice of a qualifying event to the Plan Administrator.

### **How to Elect COBRA Continuation Coverage**

The COBRA coverage election notice will list the individuals who are eligible for COBRA continuation coverage and inform you of the applicable premium. The notice will also include instructions for electing COBRA continuation coverage. You must notify the Plan Administrator of your election no later than the due date stated on the COBRA election notice. If a written election notice is required, it must be post-marked no later than the due date stated on the

COBRA election notice. If you do not make proper notification by the due date shown on the notice, you and your Dependents will lose the right to elect COBRA continuation coverage. If you reject COBRA continuation coverage before the due date, you may change your mind as long as you furnish a completed election form before the due date.

Each qualified beneficiary has an independent right to elect COBRA continuation coverage. Continuation coverage may be elected for only one, several, or for all Dependents who are qualified beneficiaries. Parents may elect to continue coverage on behalf of their Dependent children. You or your spouse may elect continuation coverage on behalf of all the qualified beneficiaries. You are not required to elect COBRA continuation coverage in order for your Dependents to elect COBRA continuation.

#### **How Much Does COBRA Continuation Coverage Cost?**

Each qualified beneficiary may be required to pay the entire cost of continuation coverage. The amount may not exceed 102% of the cost to the group health plan (including both Employer and Employee contributions) for coverage of a similarly situated active Employee or family member.

For example: If the Employee alone elects COBRA continuation coverage, the Employee will be charged 102% of the active Employee premium. If the spouse or one Dependent child alone elects COBRA continuation coverage, they will be charged 102% of the active Employee premium. If more than one qualified beneficiary elects COBRA continuation coverage, they will be charged 102% of the applicable family premium.

#### **When and How to Pay COBRA Premiums**

##### *First payment for COBRA continuation*

If you elect COBRA continuation coverage, you do not have to send any payment with the election form. However, you must make your first payment no later than 45 calendar days after the date of your election. (This is the date the Election Notice is postmarked, if mailed.) If you do not make your first payment within that 45 days, you will lose all COBRA continuation rights under the Plan.

##### *Subsequent payments*

After you make your first payment for COBRA continuation coverage, you will be required to make subsequent payments of the required premium for each additional month of coverage. Payment is due on the first day of each month. If you make a payment on or before its due date, your coverage under the Plan will continue for that coverage period without any break.

##### *Grace periods for subsequent payments*

Although subsequent payments are due by the first day of the month, you will be given a grace period of 30 days after the first day of the coverage period to make each monthly

payment. Your COBRA continuation coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment. However, if your payment is received after the due date, your coverage under the Plan may be suspended during this time. Any providers who contact the Plan to confirm coverage during this time may be informed that coverage has been suspended. If payment is received before the end of the grace period, your coverage will be reinstated back to the beginning of the coverage period. This means that any claim you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated. If you fail to make a payment before the end of the grace period for that coverage period, you will lose all rights to COBRA continuation coverage under the Plan.

#### **You Must Give Notice of Certain Qualifying Events**

If you or your Dependent(s) experience one of the following qualifying events, you must notify the Plan Administrator within 60 calendar days after the later of the date the qualifying event occurs or the date coverage would cease as a result of the qualifying event:

- Your divorce or legal separation; or
- Your child ceases to qualify as a Dependent under the Plan.

Notice must be made in writing and must include: the name of the Plan, name and address of the Employee covered under the Plan, name and address(es) of the qualified beneficiaries affected by the qualifying event; the qualifying event; the date the qualifying event occurred; and supporting documentation (e.g., divorce decree, birth certificate, disability determination, etc.).

#### **Newly Acquired Dependents**

If you acquire a new Dependent through marriage, birth, adoption or placement for adoption while your coverage is being continued, you may cover such Dependent under your COBRA continuation coverage. However, only your newborn or adopted Dependent child is a qualified beneficiary and may continue COBRA continuation coverage for the remainder of the coverage period following your early termination of COBRA coverage or due to a secondary qualifying event. COBRA coverage for your Dependent spouse and any Dependent children who are not your children (e.g., stepchildren or grandchildren) will cease on the date your COBRA coverage ceases and they are not eligible for a secondary qualifying event.

#### **COBRA Continuation for Retirees Following Employer's Bankruptcy**

If you are covered as a retiree, and a proceeding in bankruptcy is filed with respect to the Employer under Title 11 of the United States Code, you may be entitled to COBRA continuation coverage. If the bankruptcy results in a loss of



coverage for you, your Dependents or your surviving spouse within one year before or after such proceeding, you and your covered Dependents will become COBRA qualified beneficiaries with respect to the bankruptcy. You will be entitled to COBRA continuation coverage until your death. Your surviving spouse and covered Dependent children will be entitled to COBRA continuation coverage for up to 36 months following your death. However, COBRA continuation coverage will cease upon the occurrence of any of the events listed under “Termination of COBRA Continuation” above.

**Interaction With Other Continuation Benefits**

You may be eligible for other continuation benefits under state law. Refer to the Termination section for any other continuation benefits.

HC-FED66

07-14

**Definitions**

**Dependent**

Dependents are:

- your lawful spouse who is eligible for Medicare; and
- any unmarried child of yours who is eligible for Medicare by reason of disability who is:
  - 18 or more years old and primarily supported by you and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence may be required to be submitted to the plan within 31 days after the date the child ceases to qualify above. From time to time, but not more frequently than once a year, the plan may require proof of the continuation of such condition and dependence.

The term child means a child born to you or a child legally adopted by you who is eligible for Medicare by reason of disability. It also includes a stepchild who lives with you.

Benefits for a Dependent child will continue until the last day of the calendar month in which the Dependent child is no longer eligible for Medicare by reason of disability.

No one will be considered as a Dependent of more than one Eligible Person.

HC-DFS936

01-17

**Eligible Person**

The term Eligible Person means a former employee, a retiree or terminated employee of the Employer who is eligible for Medicare by reason of age or disability.

HC-DFS374

10-10

V1

**Emergency Services**

Emergency services are medical, psychiatric, surgical, Hospital and related health care services and testing, including ambulance service, which are required to treat a sudden, unexpected onset of a bodily Injury or serious Sickness which could reasonably be expected by a prudent layperson to result in serious medical complications, loss of life or permanent impairment to bodily functions in the absence of immediate medical attention. Examples of emergency situations include uncontrolled bleeding, seizures or loss of consciousness, shortness of breath, chest pains or severe squeezing sensations in the chest, suspected overdose of medication or poisoning, sudden paralysis or slurred speech, burns, cuts and broken bones. The symptoms that led you to believe you needed emergency care, as coded by the provider and recorded by the Hospital on the UB92 claim form, or its successor, or the final diagnosis, whichever reasonably indicated an emergency medical condition, will be the basis for the determination of coverage, provided such symptoms reasonably indicate an emergency.

HC-DFS6

04-10

V1

**Employer**

The term Employer means the plan sponsor self-insuring the benefits described in this booklet, on whose behalf Cigna is providing claim administration services.

HC-DFS8

04-10

V1

**Expense Incurred**

An expense is incurred when the service or the supply for which it is incurred is provided.

HC-DFS10

04-10

V1

### Hospice Care Services

The term Hospice Care Services means any Medicare Eligible Expenses provided by: a Hospital, a Skilled Nursing Facility or a similar institution, a home health care agency, a hospice facility, or any other licensed facility or agency under a hospice care program.

HC-DFS375 10-10  
V1

### Hospital

The term Hospital means:

- an institution that is approved by Medicare and has agreed to participate in Medicare.
- An institution licensed as a hospital, which: maintains, on the premises, all facilities necessary for medical and surgical treatment; provides such treatment on an inpatient basis, for compensation, under the supervision of Physicians; and provides 24-hour service by Registered Graduate Nurses;
- an institution which qualifies as a hospital, a psychiatric hospital or a tuberculosis hospital, and a provider of services under Medicare, if such institution is accredited as a hospital by the Joint Commission on the Accreditation of Healthcare Organizations; or
- an institution which: specializes in treatment of Mental Health and Substance Abuse or other related illness; provides residential treatment programs; and is licensed in accordance with the laws of the appropriate legally authorized agency.

The term Hospital does not include an institution which is primarily a place for rest, a place for the aged, or a nursing home.

HC-DFS1501 01-21

### Hospital Confinement or Confined in a Hospital

A person will be considered Confined in a Hospital if he is a registered bed patient in a Hospital upon the recommendation of a Physician.

HC-DFS377 10-10  
V1

### Injury

The term Injury means an accidental bodily injury.

HC-DFS12 04-10  
V1

### Maximum Reimbursable Charge

The Maximum Reimbursable Charge for covered services is determined based on the lesser of:

- the provider's normal charge for a similar service or supply; or
- a policyholder-selected percentile of charges made by providers of such service or supply in the geographic area where it is received as compiled in a database selected by Cigna.

The percentile used to determine the Maximum Reimbursable Charge is listed in The Schedule.

The Maximum Reimbursable Charge is subject to all other benefit limitations and applicable coding and payment methodologies determined by Cigna. Additional information about how Cigna determines the Maximum Reimbursable Charge is available upon request.

HC-DFS1365 06-19

### Medically Necessary/Medical Necessity

Medically Necessary Covered Services and Supplies are those determined by the Medical Director to be:

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

HC-DFS19 04-10  
V1

### Medicare

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

HC-DFS17 04-10  
V1

### Medicare Approved Amount

The term Medicare Approved Amount means the amount in the Original Medicare Plan that a Physician or supplier can be paid, including what Medicare pays and any deductible, coinsurance or copayment that you pay. It may be less than the actual amount charged by a Physician or supplier.

HC-DFS378 10-10  
V1

### Medicare Eligible Expenses

The term Medicare Eligible Expenses means expenses covered by Medicare to the extent recognized as reasonable by Medicare.

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V1

### Medicare Part A Benefit Period

The term Medicare Part A Benefit Period means a period of time during which a Medicare beneficiary is Hospital or Skilled Nursing Facility confined. A Medicare Benefit Period:

- begins when a Medicare beneficiary is admitted to a Hospital as an inpatient; and
- ends when he or she has not been Confined in a Hospital or Skilled Nursing Facility for 60 consecutive days.

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V1

### Medicare Part A Deductible

Medicare Part A Deductible means the deductible amount that you are required to pay under Medicare for expenses incurred at the beginning of a Medicare Part A Benefit Period.

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V1

### Medicare Part B Deductible

Medicare Part B Deductible means the deductible amount that you are required to pay under Medicare Part B each calendar year for Medicare Eligible Expenses.

HC-DFS382 10-10  
V1

### Original Medicare Plan

The Original Medicare Plan means a fee-for-service health plan that lets you go to any Physician, hospital, or other health care supplier who accepts Medicare and is accepting new Medicare patients. You must pay the deductible. Medicare pays its share of the Medicare Approved Amount, and you pay your share (coinsurance). In some cases you may be charged more than the Medicare Approved Amount. The Original Medicare Plan has Part A (Hospital Insurance) and Part B (Medical Insurance).

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V1

### Physician

The term Physician means a licensed medical practitioner who is practicing within the scope of his license and who is licensed to prescribe and administer drugs or to perform surgery. It will also include any other licensed medical practitioner whose services are required to be covered by law in the locality where the policy is issued if he is:

- operating within the scope of his license; and
- performing a service for which benefits are provided under this plan when performed by a Physician.

A Physician may be either a Participating Physician or Non-Participating Physician. A Participating Physician is one who has agreed in advance to accept Medicare assignments for claims. The amount the Physician can charge is limited to the Medicare Approved Amount. A non-Participating Physician has not agreed to accept Medicare assignment and may charge more than the Medicare Approved Amount

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V1

**Related Plan**

The term Related Plan means the Policyholder's employee health plan.

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V1

**Sickness**

The term Sickness means a physical illness. This includes mental illness and substance abuse.

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V1

**Skilled Nursing Facility**

The term Skilled Nursing Facility means a licensed institution (other than a Hospital, as defined) which meets all of the conditions required in order to be eligible for payment as a skilled nursing facility under Medicare.

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V1