

June 6, 2008

Preferred Provider Organization  
(PPO)  
MMC



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## Preferred Provider Organization (PPO)

*The Preferred Provider Organization (PPO) offers comprehensive health services from participating and non-participating providers. Generally, your care is covered after you pay a deductible.*

*You may select any participating provider in the network to manage your care, or you may choose a non-participating provider. Generally, your costs are lower if you use a participating provider.*

*Generally, the Plan begins paying benefits for covered care after you pay a deductible.*

### SPD and Plan Document

This section provides a summary of the Preferred Provider Organization Plan (the "Plan") as of June 6, 2008.

This section, together with the *Administrative Information* section and the applicable section about participation, forms the Summary Plan Description and plan document of the Plan.

### A Note about ERISA

The Employee Retirement Income Security Act of 1974 (ERISA) is a federal law that governs many employer-sponsored plans including this one. Your ERISA rights in connection with this Plan are detailed in the *Administrative Information* section.

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## The Plan at a Glance

The Plan helps you and your family pay for medical care. The chart below contains some important Plan features and coverage information. For more information, see the “Detailed List of Covered Services” on page 20.

| Plan feature                 | In-network   | Out-of-network  |
|------------------------------|--|---|
| <b>Deductible</b>            | Individual: \$300 per individual<br>Family: \$750 maximum  | Individual: \$600 per individual<br>Family: \$1,500 maximum                                     |
| <b>Out-of-pocket maximum</b> | Individual: \$2,000 per individual<br>Family: \$5,000 maximum  | Individual: \$4,000 per individual<br>Family: \$10,000 maximum                                  |
| <b>Coverage levels</b>       | 90% after deductible   | 70% after deductible<br>(Out-of-network benefits are based on reasonable and customary charges) |
| <b>Lifetime maximum</b>      | \$2,000,000 per covered individual   | \$2,000,000 per covered individual  |
| <b>Prescription drugs</b>    | There is a pharmacy network for retail and Medco By Mail for mail order prescription drugs   | There is a pharmacy network for retail and Medco By Mail for mail order prescription drugs      |
| <b>Contact Information</b>   | For Medical Services:<br>Aetna (Claims Administrator)<br>P.O. Box 981109<br>El Paso, TX 79998-1109<br>Aetna Customer Service: (866) 210-7858<br>Website: <a href="http://www.aetna.com/docfind/custom/mmc">www.aetna.com/docfind/custom/mmc</a><br>For Prescription Drug Coverage:<br>Medco (Pharmacy Benefit Manager)<br>Medco Customer Service: (800) 987-8360<br>Website (for members): <a href="http://www.medco.com">www.medco.com</a><br>MMC does not administer claims under this Plan. For medical claims, Aetna's decisions are final and binding; for prescription drug services, Medco's decisions are final and binding. |   |

## Participating in the Plan

You are eligible to participate in the Plan if you meet the eligibility requirements described in the *Participating in Healthcare Benefits* section.

You have the option to cover your family members who meet the eligibility requirements that are described in the *Participating in Healthcare Benefits* section.

## Retiree Eligibility

Certain retirees who are not yet eligible for Medicare may also be eligible for coverage under this plan. For information on the eligibility requirements, how to participate and the cost of coverage, see the *Pre-65 Retiree Medical Eligibility* section.

## Enrollment

To participate in this plan, you must enroll for coverage. You may enroll only:

- within 30 days of the date you become eligible to participate
- during Annual Enrollment
- within 30 days of a qualifying change in family status that makes you eligible to enroll
- within 30 days of losing other coverage that you had relied upon when you waived your opportunity to enroll in this plan.

Enrollment procedures for you and your eligible family members are described in the *Participating in Healthcare Benefits* section.

## Cost of Coverage

You and the Company share the cost of coverage for both you and your eligible family members.

The cost of your coverage depends on the level of coverage you choose.

You can choose from three levels of coverage. Cost for each coverage level for ELIGIBLE MMC EMPLOYEES (OTHER THAN KROLL) is shown below.

|                | Semi-monthly Cost | Weekly Cost |
|----------------|-------------------|-------------|
| Employee Only  | \$45.57           | \$21.03     |
| Employee + one | \$95.69           | \$44.16     |
| Family         | \$136.70          | \$63.09     |

**Important Note for Kroll Employees:** Employee contribution rates were provided to Kroll employees in their enrollment guide and are currently available on KrollNet. Questions about employee contributions can also be directed to the MMC Employee Service Center at 1-866-374-2662.”

See the *Participating in Healthcare Benefits* section for more information on the cost of your coverage, such as information about taxes.

## ***Imputed Income for Domestic Partner Coverage***

If you cover your domestic partner or your domestic partner's children, there may be imputed income for the value of the coverage for those family members. See the *Participating in Healthcare Benefits* section for more information on imputed income for domestic partner coverage.

The table below shows the imputed income amounts:

### Section 152 Dependents

If your domestic partner (or his or her child(ren)) qualifies as a dependent under IRS Section 152, imputed income does not apply.

| Imputed Income for Domestic Partner Coverage in the PPO     |              |          |
|---|--------------|----------|
|   | Semi-monthly | Weekly   |
| <b>Employee + one</b>                                       | \$175.53     | \$81.01  |
| <b>Family (you and two or more eligible family members)</b> | \$319.14     | \$147.30 |

## ID Cards

If you are enrolled in employee only coverage you will automatically be sent one ID card for your medical coverage and a separate ID card for your prescription drug coverage. You will be sent one additional medical ID card and one additional prescription drug ID card if you enroll one or more family members in the program. Each ID card will list the employee's name and the names of up to five covered family members.

You will be sent your ID card(s) within two to four weeks of your enrollment.

You may request additional ID cards directly from the Claims Administrator.

## How the Plan Works

This Plan helps you and your family pay for medical care. As a Preferred Provider Organization (PPO) participant, you may choose, each time you need medical treatment, to use:

- any physician, hospital or lab; or
- a provider who participates in the Aetna Choice POS II network and has agreed to charge reduced fees to Preferred Provider Organization (PPO) members. Using the network is more cost effective than using non-network providers because their fees are typically less than those charged by non-network providers

If you use an in-network provider, you do not need to submit a claim form. In-network providers bill the Claims Administrator directly.

Generally, the Plan's reimbursement is 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met. You pay the remainder of the fee.

See the "Detailed List of Covered Services" on page 20 for more detailed information

Certain expenses not covered or reimbursed by the Plan, such as, any deductible you are required to meet, your share of the amounts above the reasonable and customary charge, and services that are not covered, may be reimbursed through a Health Care Flexible Spending Account.

Some services have specific limits or restrictions; see individual service for more information.

Refer to "What's Not Covered" on page 23 to find out about any services that are not covered under the Plan.

Benefits are only paid for medically necessary charges or for specified wellness care expenses.

Preauthorization may be required in order to receive coverage for certain services. It is the Plan participant's responsibility (not the provider or facility) to obtain preauthorization for out-of-network services. For more information on the preauthorization process and applicable services, refer to the description under "Utilization Review" on page 7.

## Deductibles

The deductible is the amount that must be paid before the Plan will reimburse any benefits.

### ***What is the individual deductible?***

The individual deductible is the amount each family member has to pay before the Plan will reimburse any benefits. The annual individual deductible is:

- In-network: \$300 per individual
- Out-of-network: \$600 per individual

### ***What is the family deductible?***

The family deductible is the maximum amount you have to pay before the Plan will reimburse any benefits. The annual family deductible is:

- In-network: \$750 maximum (\$300 per individual)
- Out-of-network: \$1,500 maximum (\$600 per individual)

If you are covering two or more family members, each family member's (including a newborn's) covered expenses up to his or her individual deductible count toward the family deductible. Once this family deductible is met, the Plan will begin to pay benefits for all family members. The Plan will also begin to pay applicable benefits for any covered family member who meets the individual deductible, even if the total family deductible is not met.

***Do I have to meet a new deductible every year?***

You and your family members will have to meet a new deductible each year.

***What expenses apply toward the deductible?***

Most of your expenses for coinsurance amounts apply toward the medical deductible.

Your payments for the following don't apply toward the Plan deductible:

- amounts in excess of a reasonable and customary charge
- preauthorization penalties
- services not covered by the Plan
- prescription drugs

## Out-of-Pocket Maximums

***What is the annual out-of-pocket maximum (limit) for an individual?***

The annual individual out-of-pocket limit is:

- In-network: \$2,000 per individual
- Out-of-network: \$4,000 per individual

The out-of-pocket maximum does not apply to:

- amounts exceeding Plan limits
- amounts in excess of a reasonable and customary charge
- preauthorization penalties
- prescription drugs
- services not covered by the Plan

Your deductible applies towards your out-of-pocket maximum.

***What is the annual out-of-pocket maximum (limit) for family members?***

The annual family out-of-pocket maximum is:

- In-network: \$5,000 maximum (\$2,000 per individual)
- Out-of-network: \$10,000 maximum (\$4,000 per individual)

If you are covering two or more family members, the expenses of all family members can be combined to satisfy the family out-of-pocket maximum. Once an individual family member meets the individual out-of-pocket maximum, benefits for this individual will be paid at 100% for in-network providers and 100% of reasonable and customary charges for out-of-network providers.

The following do not apply to the out-of-pocket maximum:

- amounts exceeding Plan limits
- amounts in excess of a reasonable and customary charge
- preauthorization penalties
- prescription drugs
- services not covered by the Plan

Your deductible applies toward your out-of-pocket maximum.

## Networks

### ***Is there a network of doctors and hospitals that I have to use?***

In order to receive benefits at the in-network level, you must use a network provider. However, you can still see any provider and be reimbursed 70% of reasonable and customary charges for covered expenses after the Plan's deductible has been met.

The network includes general practitioners, as well as specialists and hospitals. These network providers are selected by and contracted with the Claims Administrator.

### ***Where can I get a directory that lists all the doctors and hospitals in the network?***

The doctors and hospitals in the network are listed in a provider directory. The Claims Administrator provides an online directory of providers on their website. You may also call the Claims Administrator.

### ***Is there a network of providers for mental health treatment?***

There is a network of mental health providers. Providers in the network are listed in a provider directory. The Claims Administrator provides an online directory of providers on its website. You may also call the Claims Administrator.

### ***Is there a network of pharmacies?***

There is a network of participating retail pharmacies associated with this Plan. The Plan generally pays higher benefits if you use an in-network retail pharmacy.

If you use a non-participating pharmacy, in addition to your coinsurance/copayment, you will be responsible for the cost above the pharmacy benefit manager's negotiated price.

The pharmacy benefit manager provides an online directory of participating pharmacies. You may also call the pharmacy benefit manager.

## Utilization Review

### ***Which utilization review services are offered?***

The Plan offers preauthorization and case management review.

You may obtain more information about these review services by calling the Claims Administrator.

### ***What is preauthorization?***

Preauthorization is a utilization review service performed by licensed healthcare professionals. The intent is to determine medical necessity and appropriateness of proposed treatment, level of care assessment, benefits and eligibility and appropriate treatment setting.

### ***Preauthorization***

Preauthorization is a utilization review service performed by licensed healthcare professionals. The intent is to determine medical necessity and appropriateness of proposed treatment, level of care assessment, benefits and eligibility and appropriate treatment setting.

### ***What services require preauthorization?***

The following procedures or treatments require preauthorization whether performed on an inpatient basis or an outpatient basis:

- Allergy Immunotherapy
- Bunionectomy
- Carpal Tunnel Surgery
- Colonoscopy
- Computerized Axial Tomography (CAT Scan)-Spine
- Coronary Angiography
- Dilation/Curettage
- Hemorrhoidectomy
- Knee Arthroscopy
- Laparoscopy (pelvic)
- Magnetic Resonance Imaging (MRI)-Knee
- Magnetic Resonance Imaging (MRI)-Spine
- Septorhinoplasty
- Tympanostomy Tube
- Upper GI Endoscopy

You must also receive preauthorization for:

- all hospital admissions including
  - mental health
  - alcohol and substance abuse
  - organ transplant
  - all inpatient surgeries
- the purchases and rentals of the following durable medical equipment:
  - electric/motorized wheelchairs and scooters
  - clinitron/electric beds
  - limb and torso prosthetics
  - customized braces
- home health care
- hospice care
- skilled nursing care
- maternity coverage

If you have an emergency hospital admission, surgery or specified procedure, you, a family member, your physician or the hospital must preauthorize within 48 hours of service.

If the procedure or treatment is performed for any condition other than an emergency condition, the call must be made at least 14 days before the date the procedure is to be performed or the treatment is to start. If it is not possible to make the call during the specified time, it must be made as soon as reasonably possible before the date the procedure or treatment is to be performed.

### *When do I obtain preauthorization?*

You, your family member or health care professional must obtain preauthorization as soon as you know you need a service requiring preauthorization, but not less than 14 days prior to the procedure or treatment.

Note: You are responsible for ensuring your service has been preauthorized.

### *How do I obtain preauthorization?*

Initiate the preauthorization process by calling the Claims Administrator.

### *What happens if I fail to obtain preauthorization?*

If you fail to obtain preauthorization, your out-of-network benefits will be reduced by \$400. (Preauthorization penalties do not apply towards your deductible or out-of-pocket maximum.)

You are responsible for preauthorizing out-of-network services only. Your in-network provider will preauthorize all other services.

### *What approvals do I need if I am going into the hospital?*

You must obtain preauthorization as soon as possible but at least 14 days before you are admitted for a non-emergency hospital admission or stay.

If you have an emergency hospital admission, surgery or specified procedure, you, a family member, your physician or the hospital must preauthorize within 48 hours of the service.

### **Case Management Review**

When the preauthorization service identifies a major medical condition, that condition will be subject to case management review. Case management review aims at identifying major medical conditions early in the treatment plan and makes recommendations regarding the medical necessity of requested health care services.

Case managers with experience in intensive medical treatment and rehabilitation provide case management services. The case manager works with the patient's physician to identify available resources and develop the best treatment plan. Case management review may even recommend services and equipment that the Plan would not ordinarily cover.

The case manager often negotiates lower fees on behalf of the patient from physicians, facilities, pharmacists, equipment suppliers, etc. In addition, the case manager can coordinate the various caregivers, such as occupational or physical therapists, required by the patient.

Situations that may benefit from case management include severe illnesses and injuries such as:

- head trauma
- organ transplants
- burn cases
- neo-natal high risk infants
- multiple fractures
- HIV-related conditions
- brain injuries
- cancer
- prolonged illnesses
- degenerative neurological disorders (e.g. multiple sclerosis)

To best help the patient, the case manager should be involved from the earliest stages of a major condition. This service gives you access to a knowledgeable case manager who will use his or her expertise to assist you and your physician in considering your treatment options.

If the case manager questions the necessity of the proposed hospital admission or procedure, a physician advisor may contact your physician to discuss your case and suggest other treatment options that are generally utilized for your condition. You, your physician, and the case manager will be informed of the outcome of the review, and the Claims Administrator will determine the level of benefit coverage you will receive. You and your physician will be notified of the utilization reviewer's recommendation by telephone and in writing. You will also be informed of the appeal process if the procedures your physician ultimately recommends are not covered under the Plan (as determined by the Claims Administrator).

## What's Covered

### Pre-existing Conditions

There are no exclusions, limitations or waiting periods for pre-existing conditions for you or any covered family members.

### Preventive/Wellness Care

#### ***How is preventive/wellness care covered?***

The Plan covers preventive/wellness care at 100% for in-network providers with no deductible and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

The Plan covers routine physicals according to the following schedule:

- 7 exams performed during the first year of the child's life;
- 2 exams performed during the second year of the child's life;
- one exam each calendar year for children age 2 up to age 18,
- one exam each calendar year for covered members age 18 and over

#### ***What services are considered preventive/wellness care?***

The Plan considers physician, testing and diagnostic fees for the following specific wellness expenses:

- blood cell counts
- blood tests for prostate screening
- chest X rays
- cholesterol tests

- EKG's
- mammograms
- pap smears
- routine physical exams, including one pelvic exam each calendar year
- sigmoidoscopy
- tuberculosis tests
- urinalysis

The following services are not considered preventative/wellness care:

- Services which are covered to any extent under any other group plan of your employer.
- Services which are for diagnosis or treatment of a suspected or identified injury or disease.
- Exams given while the person is confined in a hospital or other facility for medical care.
- Services which are not given by a physician or under his or her direct supervision.
- Medicines, drugs, appliances, equipment, or supplies.
- Psychiatric, psychological, personality or emotional testing or exams.
- Exams in any way related to employment.
- Premarital exams.
- Vision, hearing, or dental exams.

### ***Does the Plan cover outpatient physician services?***

The Plan covers charges for out-patient office visits at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers after the Plan deductible has been met.

### ***Does the Plan cover gynecology visits?***

The Plan covers one routine gynecological exam each calendar year at 100% for in-network providers with no deductible and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met as part of preventive/wellness care.

If the visit to the gynecologist is for treatment of a medical condition, it is not considered routine care and will be covered at 90% for in-network providers or 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

***Does the Plan cover mammograms?***

The Plan covers routine mammograms at 100% for in-network providers with no deductible and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met as follows:

- One baseline mammogram for women age 35 - 39.
- One mammogram each calendar year for women age 40.

If your doctor recommends a non-routine mammogram as a follow up to a medical diagnosis, it is not considered routine care and will be covered at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

***Does the Plan cover Pap smears?***

The Plan covers one routine Pap smear each calendar year at 100% for in-network providers with no deductible and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met as part of preventive/wellness care.

If your doctor recommends a non-routine Pap smear as a follow-up to a medical diagnosis, the Plan covers your Pap smear at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

***Does the Plan cover prostate specific antigen (PSA) tests and routine Annual Digital Rectal exams?***

The Plan covers one routine prostate specific antigen (PSA) test and one routine Annual Digital Rectal Exam (DRE) each calendar year for covered males over age 40 at 100% for in-network providers with no deductible and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met as part of preventive/wellness care.

If your doctor recommends a non-routine PSA test as a follow-up to a medical diagnosis, the Plan covers your PSA or DRE test at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

***Are immunizations for business travel covered under the Plan?***

The Plan does not cover immunizations for business travel.

## Maternity

### ***Who is eligible for maternity coverage?***

Maternity coverage is available to eligible covered female participants.

### ***Do I need to have my maternity coverage preauthorized?***

You must obtain preauthorization within 48 hours for the initial hospital admission.

You must notify the preauthorization service if the mother or her newborn stay in the hospital longer than 48 hours after a vaginal delivery or 96 hours after a Cesarean birth. This notification must occur within 24 hours of the determination to extend the stay.

### ***Does the Plan cover prenatal visits?***

The Plan covers prenatal visits in-network at 90% for an in-network provider after the Plan's deductible has been met. After the first visit, subsequent visits are typically billed as part of doctor's delivery fee, which is also reimbursed at 90% after the Plan's deductible has been met.

The Plan covers prenatal visits out-of-network at 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

### ***What will the Plan pay for the doctor's charge for delivering the baby?***

The Plan covers charges for delivery of the baby at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

### ***What will the Plan pay for the doctor's charge for examining the baby?***

The Plan covers the charges for your baby's first examination in the hospital at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

A child is covered at birth as long as the baby meets the child eligibility requirements and is enrolled within 60 days of the birth.

### ***What will the Plan pay for hospital charges for the mother and the baby?***

The Plan covers hospital charges for maternity admissions at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

The Plan covers newborn nursery care at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

A child is covered at birth as long as the baby meets the child eligibility requirements and is enrolled within 60 days of the birth.

The mother and the newly born child are covered for a minimum of 48 hours of care following a vaginal delivery and 96 hours following a Cesarean section. However, the mother's provider may—after consulting with the mother—discharge the mother earlier than 48 hours following a vaginal delivery (96 hours following a Cesarean section).

You must notify the precertification review service within 24 hours of a determination to extend the stay.

### ***Does the Plan cover midwife services?***

The Plan covers midwives who are in practice with a network group at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers in association with a supervising physician after the Plan's deductible has been met.

### ***If my dependent child has a baby does the Plan cover the newborn child?***

Unless the newborn meets the definition of an eligible child and is covered under the Plan, medical care for the newborn, whether in or out of the hospital, is not covered.

## Family Planning

### ***Does the Plan cover infertility treatment?***

The Plan covers infertility treatments 90% for in-network providers and 70% of reasonable and customary charges for out-of-network after the Plan's deductible has been met.

Infertility treatments are covered as follows:

- assisted reproduction procedures (including facility charges and related expenses) due to infertility.
- artificial reproductive technology (ART) - limited to a combined maximum of three attempts per lifetime for the following:
  - in vitro fertilization
  - gamete intrafallopian transfer (GIFT)
  - zygote intrafallopian transfer (ZIFT)

You should obtain a PREDETERMINATION OF BENEFITS to determine your coverage and benefits for these services.

Prescription drugs related to infertility are covered under the prescription drug benefit.

***Does the Plan cover artificial insemination?***

Artificial insemination is covered at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met and up to a maximum benefit of six courses of treatment per lifetime.

Treatment for artificial insemination does not count toward the maximum for other infertility treatments.

You should obtain a PREDETERMINATION OF BENEFITS to determine your coverage and benefits for these services.

Prescription drugs related to infertility treatment are covered under the prescription drug benefit.

***Are contraceptive devices covered under the Plan?***

The Plan covers contraceptive devices at 90% for in-network providers or 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

Oral and injectable contraceptives are covered under the prescription drug plan.

***Does the Plan cover vasectomy?***

The Plan covers vasectomies at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

You must obtain preauthorization before you are admitted to the hospital.

Vasectomy reversals aren't covered.

***Does the Plan cover tubal ligation?***

The Plan covers tubal ligation at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

You must obtain preauthorization before you are admitted to the hospital.

Tubal ligation reversals aren't covered.

**Inpatient Hospital and Physician Services*****What will the Plan pay if I have to go to the hospital?***

The Plan pays inpatient hospital charges at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers per admission after the Plan's deductible has been met.

The Plan will cover the cost of a semi-private room. If you use a private room, the Plan will cover the amount up to the semi-private room rate.

You must obtain preauthorization as soon as possible but at least 14 days before you are admitted for a non-emergency hospital stay.

***What approvals do I need if I am going into the hospital?***

You must obtain preauthorization as soon as possible but at least 14 days before you are admitted for a non-emergency hospital admission or stay.

If you have an emergency hospital admission, surgery or specified procedure, you, a family member, your physician or the hospital must preauthorize within 48 hours of the service.

***Does the Plan cover hospital visits by a physician?***

While you are in the hospital, the Plan covers hospital visits by a physician at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

***Does the Plan cover ambulance charges?***

The Plan covers transportation by ambulance to a medical facility at 90% for in-network providers and 90% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

Transportation by regularly-scheduled airline, railroad or air ambulance to the nearest medical facility qualified to give the required treatment is covered if the participant is being moved to the nearest facility that can render the treatment, and this facility cannot be reached by a professional ambulance in sufficient time.

***Does the Plan cover hospice care?***

The Plan covers charges for hospice at 90% for in-network providers and 70% of reasonable and customary charges for out-of-network providers after the Plan's deductible has been met.

You must obtain preauthorization before you before you receive hospice care

## Prescription Drugs

***Does the Plan cover formulary and non-formulary brand-name prescription drugs?***

The Plan covers formulary and non-formulary prescription drugs.

If the prescription drug is on the formulary list, you will pay 20% of the negotiated price for up to a 30-day supply at a participating retail pharmacy. There is a minimum payment of \$20 and a maximum payment of \$55 for up to a 30-day supply.

If the prescription drug is not on the formulary list and is not excluded from coverage, you will pay 20% of the negotiated price up to a 30-day supply at a participating retail pharmacy. There is a minimum payment of \$35 and a maximum payment of \$80 for up to a 30-day supply.

The formulary list is available at [www.medco.com](http://www.medco.com).

Unless your physician specifically prescribes a brand-name medication without substitution, prescriptions will be filled with the generic equivalent when allowed by state law.

Your costs for prescription drugs do not apply to your deductible and out-of-pocket maximum.

Some drugs require prior authorization.

### ***Does the Plan cover generic drugs?***

The Plan covers generic prescription drugs.

If you use a participating retail pharmacy, the Plan covers generic prescription drugs at 100% after the \$10 copayment for up to a 30-day supply.

Your costs for prescription drugs do not apply to your deductible and out-of-pocket maximum.

### ***What happens if I buy a brand-name prescription drug when a generic drug is available?***

Unless your physician specifically prescribes a brand-name medication without substitution, prescriptions will be filled with the generic equivalent when allowed by state law.

If you or your physician requests the brand-name prescription drug when a generic prescription drug is available, you pay the brand name coinsurance for the drug.

### ***Is there a mail-order program?***

The Plan's mail order service allows participants to order up to a 90-day supply of prescription medication by mail for certain medications.

The Plan pays 100% after the \$25 copayment for generic drugs, the \$40 copayment for formulary brand-name drugs or the \$75 copayment for non-formulary brand-name drugs for up to a 90-day supply.

Your costs for prescription drugs do not apply to your deductible and out-of-pocket limit.

### ***What prescription drugs or drug supplies are covered with quantity limitations?***

The following are examples of prescription drugs or supplies that are covered with quantity limitations:

| Drug or Supply   | Quantity Limit     |
|--|--------------------|
| Erectile dysfunction drugs such as Viagra®, Cialis®, or Caverject® | 8 units per month  |
| Inhaler spacers  | 2 spacers per year |
| Diabetic devices (blood glucose monitors)                          | 1 monitor per year |

Contact the pharmacy benefit manager for more information. Prior authorization may be required.

### ***What prescription drugs require prior authorization?***

The following drugs require prior authorization by the pharmacy benefit manager:

| Drug Class                                       | Example medications        |
|--|----------------------------|
| <b>Growth hormones</b>                           | Humatrope®, Serostim®      |
| <b>Dermatologic agents (for use over age 35)</b> | Retin-A®, Avita®, Tazorac® |
| <b>Antipsoriatic drugs</b>                       | Raptiva®, Amevive®         |
| <b>Weight loss drugs</b>                         | Xenical®, Meridia®         |
| <b>Step Therapy</b>                              |                            |
| <b>Rheumatologic drugs</b>                       | Enbrel®, Humira®           |

The following drugs will require prior authorization by the pharmacy benefit manager beyond the specified limit:

| Drug Class               | Example Medications | Limit   |
|--------------------------|---------------------|---|
| <b>Anti-fungals</b>      | Lamisil®, Sporanox® | 3 months of treatment per 180 days                      |
| <b>Smoking cessation</b> | Zyban®, Nicotrol®   | 3 months of treatment per 12 months                     |
| <b>Migraine therapy</b>  | Imitrex®, Maxalt®   | 4 headaches per month at the maximum daily dose         |
| <b>Vaginitis therapy</b> | Diflucan®           | 300 mg per 30 days                                      |
| <b>Anti-emetics</b>      | Zofran®, Kytril®    | 7 days of treatment per month at the maximum daily dose |
|                          | Emend®              | 1 treatment course per 18 days                          |

As new drugs become available or new indications are approved for already available drugs, the drugs that require prior authorization may be modified.

Contact the pharmacy benefit manager for more information.

### ***What prescription drugs and drug supplies are excluded from prescription drug coverage?***

The following drugs and drug supplies are excluded from prescription drug coverage:

- Over-the-counter drugs (including topical contraceptives, nicotine products, vitamins and minerals, nutritional products including enteral products and infant formulas, homeopathic products and herbal remedies)
- Medical equipment
- Ostemy supplies
- Home diagnostic kits

- Emergency contraceptives
- All injectables (other than self-administered injectables and injectable drugs in connection with approved infertility treatment)
- Vaccines
- Allergy sera
- Plasma and blood products
- Drugs for cosmetic use
- Prescription products with an over the counter equivalent
- Investigational drugs, experimental use drugs, non-FDA approved drugs

Note, you can obtain non-covered prescription drugs through Medco By Mail at a discounted price. You will pay 100% of the discounted price.

### ***Is there a network of pharmacies?***

There is a network of participating retail pharmacies associated with this Plan. The Plan generally pays higher benefits if you use an in-network retail pharmacy.

If you use a non-participating, in addition to your coinsurance/copayment, you will be responsible for the cost above the pharmacy benefit manager's negotiated price.

The pharmacy benefit manager provides an online directory of participating pharmacies. You may also call the pharmacy benefit manager.

### ***How do I file a claim for benefits for prescription drugs?***

All prescriptions filled at a participating retail pharmacy require you to provide an ID card for coverage under the Plan. You are responsible for the applicable copayment or coinsurance. Rarely will you need to file a claim with the pharmacy benefit manager (one example may be a prescription filled at retail before you have received your ID card). Should you need to file a claim, contact the pharmacy benefit manager.

Claim forms are also available on the pharmacy benefit manager's website. If you file a claim after 60 days from the date of service you are responsible for the difference between the discounted in-network price and the out-of-network price. Otherwise, you have 12 months from the date the prescription is filled to submit a claim.

### ***Is there a separate ID card for the prescription drug program?***

There is a separate ID card for the prescription drug program. If you are enrolled in medical coverage, you will automatically be sent a prescription drug ID card in addition to your medical plan ID card. You will be sent one additional prescription ID card if you enroll one or more family members in the program. Each ID card will list the names of all covered family members.

You may request additional ID cards directly from the Claims Administrator.

## Mental Health/Substance Abuse

### ***Does the Plan cover mental health/substance abuse services?***

The Plan covers residential mental health/substance abuse treatment services.

### ***Does the Plan cover services in connection with autism?***

The Plan covers treatments provided in connection with autism, except for education and experimental and investigational treatments.

## Detailed List of Covered Services

The Plan reimburses medically necessary covered services and supplies for the diagnosis and treatment for an illness or injury. The Claims Administrator determines whether the service or supply is covered and determines the amount to be reimbursed.

Most services and supplies are subject to a deductible and coinsurance.

Maximum benefit limits are combined for in-network and out-of-network services.

Some services require you to obtain preauthorization from the Claims Administrator.

| Services                           | In-Network Coverage   | Out-of-Network Coverage  |
|------------------------------------|---|--|
| <b>Alcohol and substance abuse</b> | <b>Inpatient:</b><br>90% after deductible up to 30 days per calendar year<br>Preauthorization is required<br><b>Outpatient:</b><br>90% after deductible up to 40 visits per calendar year | <b>Inpatient:</b><br>70% of R&C after deductible up to 30 days per calendar year<br>Preauthorization is required<br><b>Outpatient:</b><br>70% after deductible up to 40 visits per calendar year |
| <b>Allergy tests</b>               | 90% after deductible  | 70% of R&C after deductible  |
| <b>Allergy treatment</b>           | 90% after deductible  | 70% of R&C after deductible  |
| <b>Alternative medicine</b>        | Not covered   | Not covered  |
| <b>Ambulance charges</b>           | 90% after deductible  | 90% of R&C after deductible  |
| <b>Artificial insemination</b>     | 90% after deductible<br>Subject to Plan limits  | 70% of R&C after deductible<br>Subject to Plan limits  |
| <b>CAT / PET scans</b>             | 90% after deductible<br>CAT scans of the spine subject to preauthorization  | 70% of R&C after deductible<br>CAT scans of the spine subject to preauthorization  |
| <b>Chiropractors</b>               | 90% after deductible for up to 20 visits per calendar year  | 70% of R&C after deductible for up to 20 visits per calendar year  |
| <b>Contraceptive devices</b>       | 90% after deductible  | 70% of R&C after deductible  |
| <b>Cosmetic surgery</b>            | Not covered   | Not covered  |

| Services  | In-Network Coverage  | Out-of-Network Coverage   |
|---|--|---|
| <b>Dental treatment (covered only for accidental injury to sound teeth)</b> | 90% after deductible   | 70% of R&C after deductible   |
| <b>Doctor delivery charge for newborns</b>                                  | 90% after deductible   | 70% of R&C after deductible   |
| <b>Durable medical equipment (DME)</b>                                      | 90% after deductible<br>Preauthorization is required for purchase or rentals of certain DME                          | 70% of R&C after deductible<br>Preauthorization is required for purchase or rentals of certain DME                        |
| <b>Emergency room</b>   | 90% after deductible for life-threatening injury or illness  | 90% of R&C after deductible for life-threatening injury or illness  |
| <b>Gynecology visits</b>  | 100% (not subject to deductible) for one routine exam each calendar year<br>Subsequent visits - 90% after deductible | 70% of R&C after deductible   |
| <b>Hearing care</b>   | 90% deductible if required due to illness or injury  | 70% of R&C after deductible if required due to illness or injury  |
| <b>Home health care</b>   | 90% after deductible for up to 120 visits per calendar year for homebound patients<br>Preauthorization is required   | 70% of R&C after deductible for up to 120 visits per calendar year for homebound patients<br>Preauthorization is required |
| <b>Hospice care</b>   | 90% after deductible<br>Preauthorization is required   | 70% of R&C after deductible<br>Preauthorization is required   |
| <b>Immunizations (routine)</b>  | 100% (not subject to deductible)<br>Immunizations for travel are not covered   | 70% of R&C after deductible<br>Immunizations for travel are not covered   |
| <b>Infertility treatment</b>  | 90% after deductible<br>You should obtain a PREDETERMINATION OF BENEFITS<br>Subject to Plan limits                   | 70% of R&C after deductible<br>You should obtain a PREDETERMINATION OF BENEFITS<br>Subject to Plan limits                 |
| <b>Inpatient hospital services</b>  | 90% after deductible<br>Preauthorization is required   | 70% of R&C after deductible<br>Preauthorization is required   |
| <b>Laboratory charges</b>   | 90% after deductible   | 70% of R&C after deductible   |
| <b>Magnetic resonance imaging - MRI</b>                                     | 90% after deductible<br>Preauthorization is required for MRIs of spine and knee                                      | 70% of R&C after deductible<br>Preauthorization is required for MRIs of spine and knee                                    |

| Services  | In-Network Coverage  | Out-of-Network Coverage  |
|---|--|--|
| <b>Mammograms</b>                                     | 100% (not subject to deductible) for one routine exam each calendar year for covered females age 40 and over<br>100% for one baseline mammogram performed between ages 35 and 39         | 70% of R&C for one routine exam each calendar year for covered females age 40 and over<br>70% of R&C for one baseline mammogram performed between ages 35 and 39                         |
| <b>Mastectomy - reconstructive surgery</b>            | 90% after deductible   | 70% of R&C after deductible  |
| <b>Maternity hospital stay</b>                        | 90% after deductible   | 70% of R&C after deductible  |
| <b>Mental health</b>                                  | <b>Inpatient:</b><br>90% after deductible up to 30 days per calendar year<br>Subject to preauthorization<br><b>Outpatient:</b><br>90% after deductible up to 40 visits per calendar year | <b>Inpatient:</b><br>70% after deductible up to 30 days per calendar year<br>Subject to preauthorization<br><b>Outpatient:</b><br>70% after deductible up to 40 visits per calendar year |
| <b>Occupational therapy</b>                           | 90% after deductible up to 60 visits per calendar year combined with physical and speech therapy   | 70% of R&C after deductible up to 60 visits per calendar year combined with physical and speech therapy  |
| <b>Organ transplant</b>                               | 90% after deductible<br>Preauthorization is required   | 70% of R&C after deductible<br>Preauthorization is required  |
| <b>Outpatient physician services</b>                  | 90% after deductible   | 70% of R&C after deductible  |
| <b>Physical exams for adults (routine)</b>            | 100% (not subject to deductible) for one physical exam each calendar year  | 70% of R&C after deductible for one physical exam each calendar year   |
| <b>Physical exams for children (routine)</b>          | 100% (not subject to deductible)<br>Subject to Plan limits   | 70% of R&C after deductible  |
| <b>Physical therapy</b>                               | 90% after deductible up to 60 visits per calendar year combined with occupational and speech therapy   | 70% of R&C after deductible 60 visits per calendar year combined with occupational and speech therapy  |
| <b>Pregnancy termination</b>                          | 90% after deductible   | 70% of R&C after deductible  |
| <b>Prenatal visits</b>                                | 90% after deductible   | 70% of R&C after deductible  |
| <b>Prostate specific antigen test - PSA (routine)</b> | 100% (not subject to deductible) for one exam each calendar year for males age 40 or over  | 70% of R&C after deductible for one exam each calendar year for males age 40 or over   |
| <b>Prescription drugs</b>                             | There is a pharmacy network for retail and Medco By Mail for mail order prescription drugs.  | There is a pharmacy network for retail and Medco By Mail for mail order prescription drugs.  |

| Services                        | In-Network Coverage  | Out-of-Network Coverage   |
|---------------------------------|--|---|
| <b>Skilled nursing facility</b> | 90% after deductible up to 120 days per calendar year<br>Preauthorization is required  | 70% of R&C after deductible up to 120 days per calendar year<br>Preauthorization is required  |
| <b>Speech therapy</b>           | 90% after deductible up to 60 visits per calendar year combined with occupational and physical therapy                               | 70% of R&C after deductible up to 60 visits per calendar year combined with occupational and physical therapy                               |
| <b>Surgery</b>                  | 90% after deductible<br>Preauthorization is required<br>Predetermination of benefits is recommended for multiple surgical procedures | 70% of R&C after deductible<br>Preauthorization is required<br>Predetermination of benefits is recommended for multiple surgical procedures |
| <b>Tubal ligation</b>           | 90% after deductible   | 70% of R&C after deductible   |
| <b>Vasectomy</b>                | 90% after deductible   | 70% of R&C after deductible   |
| <b>Vision care</b>              | Not covered  | Not covered   |
| <b>X-rays</b>                   | 90% after deductible   | 70% of R&C after deductible   |

## What's Not Covered

The Plan will not pay benefits for any of the services, treatments, items or supplies described in this section, even if either of the following is true:

- It is recommended or prescribed by a physician.
- It is the only available treatment for your condition.

The Claims Administrator may modify this list at their discretion, and you will be notified of any such change.

## Alternative Treatments

- Acupressure
- Acupuncture (except when it is performed by a physician as a form of anesthesia in connection with surgery that is covered under this Plan)
- Aroma therapy
- Hypnotism
- Massage therapy
- Roling
- Other forms of alternative treatment as defined by the Office of Alternative Medicine of the National Institutes of Health.

## Comfort or Convenience

- Television
- Telephone
- Beauty/barber service
- Guest service
- Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include:
  - Air conditioners
  - Air purifiers and filters
  - Batteries and battery charges
  - Dehumidifiers
  - Humidifiers
  - Devices and computers to assist communication and speech
- Home remodeling to accommodate a health need (such as, but not limited to, ramps and swimming pools)

## Dental

- Dental care except when necessary because of accidental damage to an unrestored tooth. Such services must be performed by a Doctor of Dental Surgery (DDS) or Doctor of Medical Dentistry (DMD). Dental services for final treatment to repair the damage must be started within three months of the accident and completed in the calendar year or within the following calendar year.
- Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include all of the following:
  - Extraction, restoration and replacement of teeth
  - Medical or surgical treatments of dental conditions
  - Services to improve dental clinical outcomes
- Dental implants
- Dental braces

- Dental X-rays, supplies and appliances and all associated expenses, including hospitalization and anesthesia. The only exceptions to this are for any of the following:
  - Transplant preparation
  - Initiation of immunosuppressives
  - The direct treatment of acute traumatic injury, cancer or cleft palate
- Treatment of congenitally missing, malpositioned or super numerary teeth, even if part of a congenital anomaly

## Drugs

- Over-the-counter drugs and treatments

## Experimental or Investigational Services or Unproven Services

Medical, surgical, diagnostic, psychiatric, substance abuse or health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time the Claims Administrator makes a determination regarding coverage in a particular case, are determined to be any of the following:

- Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopeia Dispensing Information as appropriate for the proposed use
- Subject to review and approval by any institutional review board for the proposed use
- The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2 or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight

## Foot Care

- Except when needed for severe systemic disease:
  - Routine foot care (including the cutting or removal of corns and calluses)
  - Nail trimming, cutting, or debriding (surgical removal of tissue)
- Hygienic and preventive maintenance foot care. Examples include the following:
  - Cleaning and soaking the feet
  - Applying skin creams in order to maintain skin tone
  - Other services that are performed when there is not a localized illness, injury or symptom involving the foot
- Treatment of flat feet
- Treatment of subluxation (partial dislocation) of the foot
- Shoe orthotics

## Medical Supplies and Appliances

- Devices used specifically as safety items or to affect performance in sports-related activities
- Prescribed or non-prescribed medical supplies and disposable supplies. Examples include:
  - Elastic stockings
  - Ace bandages
  - Gauze and dressings
  - Ostomy supplies
- Orthotic appliances that straighten or re-shape a body part (including some types of braces)
- Tubings, nasal cannulas, connectors and masks are not covered except when used with durable medical equipment

## Mental Health/Substance Abuse

- Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association
- Services for mental health and substance abuse that extend beyond the period necessary for short-term evaluation, diagnosis, treatment or crisis intervention
- Treatment for conduct and impulse control disorders, personality disorders, paraphilias and other mental illnesses that will not substantially improve beyond the current level of functioning, or that are not subject to favorable modification or management according to prevailing national standards of clinical practice, as reasonably determined by the Plan's preauthorization review service
- Services utilizing methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents
- Treatment provided in connection with or to comply with commitments, police detentions and other similar arrangements, unless authorized by the Plan's preauthorization review service
- Residential treatment services
- Services or supplies for the diagnosis or treatment of mental illness, alcoholism or substance disorders that, in reasonable judgment of the Plan's preauthorization review service, are any of the following:
  - Not consistent with prevailing national standards of clinical practice for the treatment of such conditions
  - Not consistent with prevailing professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome

- Typically do not result in outcomes demonstrably better than other available treatment alternatives that are less intensive or more cost effective
- Not consistent with the Plan's preauthorization review service's guidelines or best practices as modified from time to time

The Plan's preauthorization review service may consult with professional clinical consultants, peer review committees or other appropriate sources for recommendations and information regarding whether a service or supply meets any of these criteria

- Pastoral counselors
- Education and experimental investigational treatments provided in connection with autism
- Treatment provided in connection with tobacco dependency in excess of three months per calendar year
- Routine use of psychological testing without specific authorization

## Nutrition

- Megavitamin and nutrition based therapy
- Nutritional counseling for either individuals or groups, including weight loss programs, health clubs and spa programs, health clubs and spa programs except when necessary in treating chronic disease states in which dietary adjustment has a therapeutic role and is prescribed by a physician and furnished by a provider (e.g., a registered dietician, licensed nutritionist or other qualified licensed health provision) recognized under the plan.
- Nutritional and electrolyte supplements, including infant formula, donor breast milk, nutritional supplements, dietary supplements, diets for weight control or treatment of obesity (including liquid diets or food), food of any kind (diabetic, low fat, cholesterol), oral vitamins, and oral minerals except when sole source of nutrition or except when a certain nutritional formula treats a specific inborn error of metabolism

## Physical Appearance

- Cosmetic procedures. Examples include:
  - Pharmacological regimens (e.g., systematic course of drugs), nutritional procedures or treatments
  - Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures)
  - Skin abrasion procedures performed as a treatment for acne

- Replacement of an existing breast implant if the earlier breast implant was performed as a cosmetic procedure. Note: Replacement of an existing breast implant is considered reconstructive if the initial breast implant followed mastectomy
- Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, and diversion or general motivation
- Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded
- Wigs are generally excluded except in cases of hair loss due a severe medical condition or treatment

## Providers

- Services performed by a provider who is a family member by birth or marriage, including spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself
- Services performed by a provider with your same legal residence
- Services provided at a free-standing or hospital-based diagnostic facility without an order written by a physician or other provider. Services that are self-directed to a free-standing or hospital-based diagnostic facility. Services ordered by a physician or other provider who is an employee or representative of a free-standing or hospital-based diagnostic facility, when that physician or other provider:
  - Has not been actively involved in your medical care prior to ordering the service, or
  - Is not actively involved in your medical care after the service is received

This exclusion does not apply to mammography testing

## Reproduction

- Health services and associated expenses for infertility treatments (except those described under Infertility Treatment)
- Surrogate parenting
- The reversal of voluntary sterilization
- Fees or direct payment to a donor for sperm or ovum donations
- Monthly fees for maintenance and / or storage of frozen embryos

## Services Provided under Another Plan

- Health services for which other coverage is required by federal, state or local law to be purchased or provided through other arrangements. This includes, but is not limited to, coverage required by workers' compensation, no-fault auto insurance, or similar legislation. If coverage under workers' compensation or similar legislation is optional for you because you could elect it, or could have it elected for you, benefits will not be paid for any injury, sickness or mental illness that would have been covered under workers' compensation or similar legislation had that coverage been elected
- Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you
- Health services while on active military duty

## Transplants

- Health services for organ and tissue transplants, except those described under Organ Transplants
- Health services connected with the removal of an organ or tissue from you for purposes of a transplant to another person (Donor costs for removal are payable for a transplant through the organ recipient's benefits under the Plan)
- Health services for transplants involving mechanical or animal organs
- Any solid organ transplant (e.g. heart, lung, etc.; not blood, bone marrow, etc.) that is performed as a treatment for cancer
- Any multiple organ transplant not listed as a covered service

## Travel

- Health services provided in a foreign country, unless required as emergency health services
- Travel or transportation expenses to and from your home, even though prescribed by a physician.
  - Some travel expenses related to covered transplantation services may be reimbursed at the Claims Administrator's discretion. For example, travel for solid organ and bone marrow transplants in an approved facility more than 100 miles from the person's home is covered up to \$50 per night for lodging, and up to \$10,000 per episode of care for travel and lodging combined.

## Vision and Hearing

- Purchase cost of eye glasses, contact lenses, or hearing aids
- Fitting charge for hearing aids, eye glasses or contact lenses
- Surgery that is intended to allow you to see better without glasses or other vision correction, including radial keratotomy, laser, and other refractive eye surgery

## Work-Related Accident and Illness

The Plan does not cover work-related accidents or illnesses. Work-related accidents and illnesses should be reported as soon as they occur to your Human Resources representative for consideration under the Worker's Compensation program.

## All Other Exclusions

- Health services and supplies that do not meet the definition of a Covered Service
- Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments that are otherwise covered under the Plan when:
  - Required solely for purposes of career, education, sports or camp, travel, employment, insurance, marriage or adoption
  - Related to judicial or administrative proceedings or orders
  - Conducted for purposes of medical research
  - Required to obtain or maintain a license of any type
- Treatment for insomnia and other sleep disorders, dementia, neurological disorders and other disorders without a known physical basis
- Health services received after the date your coverage under the Plan ends, including health services for medical conditions arising before the date your coverage under the Plan ends
- Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan
- In the event that a non-network provider waives copayments and/or the annual deductible for a particular health service, no benefits are provided for the health service for which the copayments and/or annual deductible are waived
- Charges in excess of eligible expense or in excess of any specified limitation
- Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), when the services are considered to be dental in nature, including oral appliances
- Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from injury, stroke, or a congenital anomaly
- Upper and lower jawbone surgery except as required for direct treatment of acute traumatic injury or cancer. Orthognathic surgery, jaw alignment and treatment for the temporomandibular joint, except as a treatment of obstructive sleep apnea
- Sex transformation operations
- Custodial care

- Domiciliary care (e.g., group living arrangements)
- Private duty nursing
- Respite care
- Rest cures
- Psychosurgery (brain surgery to treat psychiatric symptoms)
- Treatment of benign gynecomastia (abnormal breast enlargement in males)
- Medical and surgical treatment of excessive sweating (hyperhidrosis)
- Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea
- Appliances for snoring
- Any charges for missed appointments, room or facility reservations, completion of claim forms or record processing
- Any charges higher than the reasonable and customary charge
- Any charge for services, supplies or equipment advertised by the provider as free
- Any charges by a provider sanctioned under a federal program for reason of fraud, abuse or medical competency
- Any charges prohibited by federal anti-kickback or self-referral statutes
- Any additional charges submitted after payment has been made and your account balance is zero
- Any charges by a resident in a teaching hospital where a faculty physician did not supervise services
- Outpatient rehabilitation services, spinal treatment or supplies including, but not limited to spinal manipulations by a chiropractor or other doctor, for the treatment of a condition which ceases to be therapeutic treatment and is instead administered to maintain a level of functioning or to prevent a medical problem from occurring or reoccurring
- Spinal treatment, including chiropractic and osteopathic manipulative treatment, to treat an illness, such as asthma or allergies
- Speech therapy to treat stuttering, stammering, or other articulation disorders

## Filing a Claim

### ***How do I file a claim for benefits?***

If you use an in-network provider you do not have to file a claim form. The provider will file a claim directly with the Claims Administrator. Once the claim is processed you will be billed for the appropriate coinsurance amount.

If you receive services from a provider who does not participate in the network, you need to file a claim to receive benefits.

You can obtain a Preferred Provider Organization Claim Form on MMC PeopleLink. In the "Forms" section of MMC PeopleLink, click "View and Print Forms." Then, select "Dental/Medical/Flexible Spending Accounts." Select the Aetna Medical Claim Form.

Read and follow the form's instructions. Be sure to file a separate claim form for each member of your family. Make copies of all itemized bills, and attach the originals to the claim form. You will also need to indicate whether you want the payment to go to the provider or to you.

Mail the completed claim form and all relevant documentation as the form instructs. You may include more than one bill with a claim, even if the bills are for different medical services.

You have 12 months following the date the expense was incurred to file a medical claim.

### ***How long does it normally take to process a claim for benefits?***

Most claims are normally processed within 10 business days after the claim is received by the Claims Administrator.

You can find out the status of your claims by visiting the Claims Administrator's website.

### ***How do I file a prescription drug claim form?***

All prescriptions filled at a participating retail pharmacy require you to provide an ID card for coverage under the Plan. You are responsible for the applicable copayment or coinsurance. Rarely will you need to file a claim with the pharmacy benefit manager (one example may be a prescription filled at retail before you have received your ID card). Should you need to file a claim, contact the pharmacy benefit manager.

Claim forms are available on the pharmacy benefit manager's website. If you file a claim after 60 days from the date of service you are responsible for the difference between the discounted and undiscounted price. Otherwise, you have 12 months from the date the expense was incurred to submit a claim.

### ***How do I file a claim for hospital charges?***

Hospitals will submit a claim from your hospital stay directly to the Claims Administrator. After receiving reimbursement from the Claims Administrator, the hospital will then bill you for any coinsurance or amount not eligible for reimbursement.

Be sure to review the hospital bill and to request an explanation of any charges that you question or do not understand. You should let the Claims Administrator know if you have a concern about the charges on your hospital bill.

You have up to 12 months following the date the expense was incurred to file a claim.

### ***Can I be reimbursed for claims incurred outside the United States?***

No, you can not be reimbursed for services incurred outside the U.S. unless they are considered emergency services. If you incur eligible emergency medical or prescription drug expenses while living or traveling outside of the U.S., your claim's processing will be expedited if the receipts are in English or if the person providing the services gives you a letter in English explaining the treatment. The Claims Administrator will convert the bill for eligible emergency medical expenses to U.S. dollars using an exchange rate on the day the services were performed. Eligible prescription drug expenses will be processed using an equivalent NDC and will be subject to the standard prescription drug claim processing rules.

You have 12 months following the date the expense was incurred to file a claim.

### ***What is an Explanation of Benefits (EOB)?***

An Explanation of Benefits statement outlines how the amount of benefit, if any, was calculated. The statement also shows your year-to-date deductible and out-of-pocket expenses. If you are due reimbursement, a check will be mailed to you with an explanation of benefits statement, or to the provider if you assigned payment.

An Explanation of Benefits statement lets you verify that the claim was processed correctly. Always read your statement carefully, checking to make sure that you were billed only for:

- services you received, on the day(s) you received them, only from the provider of care
- the exact type of services you received (e.g., if you participated in a group therapy session, make sure that you are not billed for individual treatment)
- the amount you were told the treatment would cost
- the type of medication you received (e.g., if you receive generic medication, check that you are not billed for brand name medication)

If your statement lists services you did not receive, please notify the Claims Administrator.

If you authorize that reimbursement be made directly to your provider, both you and the provider will receive an Explanation of Benefits statement, and the provider receives payment.

### ***What happens if I am overpaid for a claim?***

If the Plan overpays benefits to you (or a covered family member), you are required to refund any benefit you receive from the Plan that:

- was for an expense that you (or a covered family member) did not pay or were not legally required to pay
- exceeded the benefit payable under the Plan
- is not covered by the Plan

If a benefit payment is made to you (or a covered family member), which exceeds the benefit amount, this Plan has the right:

- to require the return of the overpayment on request; or
- to reduce by the amount of the overpayment, any future benefit payment made to or on behalf of you or a covered family member.

### ***For Flexible Spending Account Reimbursement***

If you participate in the Health Care Flexible Spending Account and do not have a covered domestic partner, once your medical claim is processed, the Claims Administrator will automatically process your claim for reimbursement under your Health Care Flexible Spending Account.

If you cover a domestic partner or you receive services that are not covered under the Plan, your claims cannot be automatically reimbursed. Rather, you must submit a Flexible Spending Account (FSA) Claim Form.

### ***Appealing a Claim***

There are special rules, procedures and deadlines that apply to appeals of benefit determinations and denied claims and you have special legal rights under ERISA. Please refer to the *Administrative Information* section for a description of the appeal process.

## Glossary

### ACTIVE WORK STATUS

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You must be actively-at-work during your approved scheduled work week and not on any type of leave.

### ACTIVELY AT WORK

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You are “actively at work” if you are fulfilling your job responsibilities at a Company-approved location on the day coverage is supposed to begin (e.g., you are not out ill or on a leave of absence).

## AFTER-TAX (POST-TAX) CONTRIBUTIONS

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Contributions taken from your paycheck after taxes are withheld.

## APPROVED SPOUSE AND DOMESTIC PARTNER

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Adding a spouse or same gender or opposite gender domestic partner to certain benefits coverage is permitted upon employment or during the Annual Enrollment period for coverage effective the following January 1<sup>st</sup> if you satisfy the plans' criteria, or immediately upon satisfying the plans' criteria if you previously did not qualify. To obtain spousal or domestic partner coverage, you will need to complete an Affidavit of Eligible Family Membership via MMC Benefits Online declaring that:

### *Spouse / Domestic Partner*

- You have already received a marriage license from a U.S. state or local authority, or registered your domestic partnership with a U.S. state or local authority; or

### *Spouse Only*

- Although not registered with a U.S. state or local authority, your relationship constitutes a marriage under U.S. state or local law (e.g. common law marriage or a marriage outside the U.S. that is honored under U.S. state or local law).

### *Domestic Partner Only*

- Although not registered with a U.S. state or local authority, your relationship constitutes an eligible domestic partnership. To establish that your relationship constitutes an eligible domestic partnership you and your domestic partner must:
  - be at least 18 years old
  - not be legally married, under federal law, to each other or anyone else or part of another domestic partnership during the previous 12 months
  - currently be in an exclusive, committed relationship with each other that has existed for at least 12 months and is intended to be permanent
  - not be Medicare eligible
  - currently reside together, and have resided together for at least the previous 12 months, and intend to do so permanently, and
  - have agreed to share responsibility for each other's common welfare and basic financial obligations
  - not related by blood to a degree of closeness that would prohibit marriage under applicable state law.
- MMC reserves the right to require documentary proof of your domestic partnership at any time, for the purpose of determining benefits eligibility. If requested, you must provide documents verifying either the registration of your domestic partnership with a state or local authority or your cohabitation and/or mutual commitment.

Once your Affidavit of Eligible Family Membership is completed and processed, you may cover the dependent child(ren) of your spouse or domestic partner.

## BEFORE-TAX (PRE-TAX) CONTRIBUTIONS

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Contributions taken from your paycheck generally before Social Security (FICA and Medicare) and federal unemployment insurance (FUTA) taxes and other applicable federal, state, and other income taxes are withheld.

## CLAIMS ADMINISTRATOR/PHARMACY BENEFIT MANAGER

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Vendor that administers the Plan and processes claims; the vendor's decisions are final and binding.

## COINSURANCE

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The percentage of expenses you are responsible for paying after you meet your deductible.

## CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

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A Federal law that lets you and your eligible family members covered by a group health plan extend group health coverage temporarily, at their own expense, at group rates plus an administrative fee, in certain circumstances when their coverage would otherwise end due to a "qualifying event", as defined under COBRA.

- A "qualifying event" under COBRA includes loss of coverage as a result of your leaving the Company (other than for gross misconduct); a reduction in hours, your death, divorce or legal separation; your eligibility for Medicare, or a dependent child's loss of dependent status; or, if you are a retiree, loss of coverage due to the Company filing for bankruptcy.

## COORDINATION OF BENEFITS

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You or a covered family member may be entitled to benefits under another group health plan (such as a plan sponsored by your spouse's employer) that pays part or all of your health treatment costs. If this is the case, benefits from this plan will be "coordinated" with the benefits from the other plan. In addition to having your benefits coordinated with other group health plans, benefits from this plan are coordinated with "no fault" automobile insurance and any payments recoverable under any workers' compensation law, occupational disease law or similar legislation.

## COPAYMENT

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The flat dollar amount you pay for a certain type of health care expense.

## COVERED SERVICE(S)

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Medically necessary health services provided for the purpose of preventing, diagnosing or treating a sickness, injury, mental illness, substance abuse, or their symptoms.

Covered health services must be provided:

- when the plan is in effect
- prior to the effective date of any of the individual termination conditions set forth in this Summary Plan Description
- only when the person who receives services is a covered person and meets all eligibility requirements specified in the plan

Decisions about whether to cover new technologies, procedures and treatments will be consistent with conclusions of prevailing medical research based on well-conducted randomized trials or group studies.

The Claims Administrator determines only the extent to which a service or supply is covered under the plan and not whether the service or supply should be rendered. The coverage determination is made using the descriptions of covered charges included in this section and the Claims Administrator's own internal guidelines. The decision to accept a service or obtain a supply is yours.

#### DEDUCTIBLE

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The amount of out-of-pocket expenses you must pay for covered services before the plan pays any expenses.

#### DISABILITY

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A physical or mental impairment that substantially limits one or more of an individual's major life activities.

#### DURABLE MEDICAL EQUIPMENT

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Durable medical equipment is equipment that is:

- for repeated use and is not a consumable or disposable item
- used primarily for a medical purpose, and
- appropriate for use in the home

#### ELIGIBLE FAMILY MEMBERS

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Child/Dependent Child means:

- your natural child
- a child for whom you are the legally appointed guardian with full financial responsibility
- the child of an approved domestic partner
- your stepchild
- your unmarried child over the limiting age, who is incapable of self support by reason of a total physical or mental disability as determined by the Claims Administrator
- your legally adopted child or a child or child placed with you for adoption

For your child to be covered, your child must be:

- dependent on you for maintenance and support, and
- under 19 years of age or
- under 25 years of age if a full-time student in a college or other accredited institution (generally those with 12 or more accredited hours of course work per semester, or full-time as determined by the school) and not employed on a full-time basis and
- unmarried

The Company has the right to require documentation to verify dependency (such as a copy of the court order appointing legal guardianship). Company medical coverage does not cover foster children or other children living with you, including your grandchildren, unless you are their legal guardian with full financial responsibility - that is, you or your spouse claims them as a dependent on your annual tax return.

### ELIGIBLE KROLL EMPLOYEES

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As used throughout this document, “Kroll Employees” are defined as employees classified on payroll as U.S. full-time regular employees of Kroll, Inc. or any of its subsidiaries.

### ELIGIBLE MMC EMPLOYEES (OTHER THAN KROLL)

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As used throughout this document, “MMC Employees (other than Kroll)” are defined as employees classified on payroll as U.S. salaried employees of MMC or any subsidiary or affiliate of MMC (other than Kroll Inc., and any of its subsidiaries).

### ELIGIBLE RETIREE

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An employee is eligible for coverage under this plan if he/she is a U.S. salaried employee of MMC or any subsidiary or affiliate of MMC (other than Kroll, Inc., and any of its subsidiaries) who terminates employment with five or more years of vesting service at age 55 or later, or at age 65 and eligible for active employee medical coverage at retirement or is a current retiree under age 65 enrolled in retiree medical coverage.

When you or a covered family member reach age 65 or become eligible for Medicare, you and your covered family members are no longer eligible for coverage under this plan.

### EVIDENCE OF INSURABILITY (EOI)

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Evidence of Insurability (EOI) is proof of good health and is generally required if you do not enroll for coverage when you first become eligible. If the coverage level you are requesting requires such evidence or if you are increasing coverage. Establishing EOI may require a physical examination at the employee’s expense. The EOI must be provided to and approved by the insurer/vendor before coverage can go into effect.

### EXPLANATION OF BENEFITS (EOB)

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A summary of benefits processed by the Claims Administrator.

### FULL-TIME REGULAR EMPLOYEE OF KROLL

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Employees that were not hired to perform short term projects, special programs of a temporary nature and will not be terminated from employment upon completion of their assignment.

### GLOBAL BENEFITS DEPARTMENT

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Refers to MMC’s Global Benefits Department, located at 121 River Street, Hoboken, NJ 07030.

### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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A Federal law, HIPAA imposes requirements on employer health plans concerning the use and disclosure of individual health information.

### HOSPICE

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A hospice is an institution that provides counseling and medical services that could include room and board to terminally ill individuals. The hospice must have required state or governmental Certificate of Need approval and must provide 24 hour-a-day service under the direct supervision of a physician. The staff must include a registered nurse, a licensed social service worker and a full-time claims administrator. If state licensing exists, the hospice must be licensed.

## IN-NETWORK PROVIDERS

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Preferred health care providers who have agreed to charge reduced fees to members.

## INPATIENT

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A covered individual who is admitted to a covered facility for an overnight stay, either by a physician or from the emergency room.

## LIFE-THREATENING ILLNESS OR INJURY - EMERGENCY ROOM COVERAGE

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An emergency medical condition is a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson (including the parent of a minor child or the guardian of a disabled individual), who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

- placing the health of the individual (or, with respect to a pregnant woman, the health of the woman and her unborn child) in serious jeopardy
- serious impairment to bodily functions
- serious dysfunction of any bodily organ or part
- Some examples of emergencies:
  - heart attack, suspected heart attack or stroke
  - suspected overdose of medication
  - poisoning
  - severe burns
  - severe shortness of breath
  - high fever (103 degrees or higher), especially in infants
  - uncontrolled or severe bleeding
  - loss of consciousness
  - severe abdominal pain
  - persistent vomiting
  - severe allergic reactions

The plan covers emergency services necessary to screen and stabilize a member when:

- a primary care physician or specialist physician directs the member to the emergency room
- a plan representative (employee or contractor) directs the member to the emergency room
- the member acting as a prudent layperson and a reasonable person would reasonably have believed that an emergency condition existed

## LIFETIME MAXIMUM

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The maximum amount of benefits payable during a person's lifetime for such person covered under the plan.

## MMC BENEFITS ON-LINE

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MMC's PeopleLink Website which contains access to your personalized home page. Go to the Enterprise Menu (upper left) and click on the MMC Benefits Online heading; then click the MMC Benefits Online link. Next, follow the appropriate path to this transaction.

## MMC MEDICAL PLANS AND MEDICARE PRESCRIPTION DRUG COVERAGE FOR RETIREES AND DISABLED EMPLOYEES

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MMC newsletter that provides an overview of how Medicare Part D could affect your MMC prescription drug coverage. It highlights issues you'll want to think about as you consider your prescription drug options.

## MEDICARE

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The U.S. Federal government's health insurance program, administered by the Social Security Administration, that pays certain hospital and medical expenses for those who qualify, primarily those who are over age 65 or under age 65 and are totally and permanently disabled. Medicare coverage is available regardless of income level. The program is government subsidized and operated.

## NON-CUSTODIAL CARE

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Non-custodial care is skilled nursing care or physical, occupational, or speech therapy visits rendered by an agency or organization licensed or certified as a home health care agency in the state where the health care is given.

## NOTICE OF CREDITABLE COVERAGE

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The Medicare Modernization Act (MMA) requires all group health plan sponsors that offer prescription drug coverage to provide notices to covered employees, retirees, and their dependents who are eligible for Medicare's new prescription drug benefit (Part D). A link to this Notice is contained in the summary plan description.

## OUT-OF-NETWORK PROVIDERS

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Health care providers who are not in-network providers and do not charge reduced fees.

## OUTPATIENT

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Treatment/care received by a covered individual at a clinic, emergency room or health facility without being admitted as an overnight patient.

## OUT-OF-POCKET EXPENSES

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The maximum amount you have to pay (excluding your contributions to participate in the plan) toward the cost of your medical care in the course of one year. There are some services and charges that do not count towards the out-of-pocket maximum, such as amounts exceeding plan limits, amounts exceeding the network negotiated price for prescription drugs, amounts your physician or health care provider may charge above the reasonable and customary charge, speech therapy for a child, outpatient mental health treatment and outpatient alcohol and substance abuse treatment.

### PREAUTHORIZATION/PRE CERTIFICATION/UTILIZATION REVIEW

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A review service that helps ensure you receive proper treatment and services and that these services are provided in the appropriate setting.

### PREDETERMINATION OF BENEFITS

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This feature helps you estimate how much the Plan may pay (subject to your deductible and Plan maximum at the time the estimate is provided) before you begin treatment.. It is intended to avoid any misunderstanding about coverage or reimbursement, and it is not intended to interfere with your course of treatment.

### PRE-EXISTING CONDITION

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A health problem you had and received treatment for before your current benefit elections took effect.

### PRESCRIPTION DRUGS

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- **Formulary/Brand Name (Preferred) Prescription Drugs.** A comprehensive list of preferred brand-name drug products that are covered under the plan. Preferred drugs are selected based on safety, effectiveness, and cost.
- **Generic Prescription Drugs.** Prescription drugs, whether identified by chemicals, proprietary or non-proprietary name, that are accepted by the FDA as therapeutically effective and interchangeable with drugs having an identical amount of the same active ingredient as its brand name equivalent.
- **Non-Formulary (Non-Preferred) Prescription Drugs.** Prescription drugs that do not appear on the formulary list are considered non-formulary or non-preferred; these drugs may either be excluded from coverage or may cost more.

### PREVENTIVE/WELLNESS CARE

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Annual examinations or routine care covered under the plan; care that prevents or slows the course of an illness or disease or care that maintains good health.

### QUALIFIED FAMILY STATUS CHANGE (STATUS CHANGE, QUALIFIED CHANGE IN FAMILY STATUS)

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An event that changes your benefit eligibility. For example, getting married and having a child or your spouse or dependent lose other coverage. You can make certain changes to your before-tax benefit elections that are due to and consistent with the change in family status.

### QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)

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A court order, judgment or decree that (1) provides for child support relating to health benefits under a plan with respect to the child of a group health plan participant or requires health benefit coverage of such child in such plan and is ordered under state domestic relations law or (2) is made pursuant to a state medical child support law enacted under Section 1908 of the Social Security Act. A QMCSO is usually issued requiring you to cover your child under your health care plan when a parent receiving post-divorce custody of the child is not an employee.

## QUALIFYING EVENT

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A “qualifying event” under COBRA includes loss of coverage as a result of your leaving the Company (other than for gross misconduct); a reduction in hours, your death, divorce or legal separation; your eligibility for Medicare, or a dependent child’s loss of dependent status; or, if you are a retiree, loss of coverage due to the Company filing for bankruptcy.

## REASONABLE & CUSTOMARY (R&C) CHARGES/FEEES

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Charges/fees that do not exceed the prevailing charges for comparable services in your provider’s area. The Claims Administrator determines these limits based on the complexity of the service, the range of services provided and the prevailing charge level in the geographic area where the provider is located. The plan’s reasonable and customary guidelines include up to the 90<sup>th</sup> percentile of providers’ charges in the area.

The plan does not cover amounts charged by providers in excess of the reasonable and customary charge for any service or supply. The Claims Administrator regularly reviews the reasonable and customary charge schedule. To confirm whether your provider’s charges are within the reasonable and customary limit, obtain a Predetermination of Benefits.

## URGENT CARE SERVICES

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Urgent care is non-preventive or non-routine health care services which are required in order to prevent serious deterioration of a member’s health following an unforeseen illness, injury or condition. Urgent care includes conditions that could not be adequately managed without immediate care or treatment, but do not require the level of care provided in the emergency room.

The services must be a covered service under the contract to be subject to reimbursement. Routine care, including follow-up care, is not covered as urgent care.

## WAITING PERIOD/ELIMINATION PERIOD

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The amount of time you must wait before being able to participate in a plan.