AACC – 2012 Medical Benefits Summary

Package Descriptions	CPR VPH Package	CPR HPH Package	CPR 1PH Package	CPR 2PH Package	CPR 3PH Package
Major Medical Summary of In-Network Benefits Included:					
Deductible	$5,000	$5,000	$5,000	$2,000	$750
Network	PHCS PPO	PHCS PPO	PHCS PPO	PHCS PPO	PHCS PPO
Ann. Out of Pocket Max	$10,000	$5,000	$5,000	$4,000	$2,250
Co-insurance	70% after deductible	100% after deductible	80% after deductible	80% after deductible	80% after deductible
Doctor Office Visits	$25 Copay (Limit 2 per Yr)	100% after deductible	$30($60s) Copay	$25($50s) Copay	$20($40s) Copay
Urgent Care Visits	$75 Copay	100% after deductible	$75 Copay	$75 Copay	$75 Copay
Emergency Room	$250 Copay	$250 Copay	$250 Copay	$250 Copay	$250 Copay
Prescriptions	$5 generic, 50% brand (only when generic alternative is not available) 90-day Mail Order: $0 Copay Generic	After Deductible, $15 generic, $30 brand, 50% specialty drugs After Deductible, 90-day Mail Order: $0 Copay Generic, 2xCopay for Brand	$20 generic, $35 brand, 50% specialty drugs 90-day Mail Order: $0 Copay Generic, 2xCopay for Brand	$15 generic, $30 brand, 50% specialty drugs 90-day Mail Order: $0 Copay Generic, 2xCopay for Brand	$10 generic, $25 brand, 50% specialty drugs 90-day Mail Order: $0 Copay Generic, 2xCopay for Brand
Wellness	$0 Copay	$0 Copay	$0 Copay	$0 Copay	$0 Copay
Inpatient Care	70% after deductible & $250 Copay	100% after deductible	80% after deductible & $250 Copay	80% after deductible & $250 Copay	80% after deductible & $250 Copay
In-hospital Surgery	70% after deductible & $250 Copay	100% after deductible	80% after deductible & $250 Copay	80% after deductible & $250 Copay	80% after deductible & $250 Copay
Out-Patient Surgery	70% after deductible & $250 Copay	100% after deductible	80% after deductible & $250 Copay	80% after deductible & $250 Copay	80% after deductible & $250 Copay
Maternity Benefit	70% after deductible	100% after deductible	80% after deductible	80% after deductible	80% after deductible
Diagnostic Lab & X-ray (In Office Visit)	$25 Copay (Limit 2 per Yr)	$25 Copay	$30 Copay	$25 Copay	$20 Copay
Diagnostic Lab & X-ray (Not In Office Visit)	70% after deductible	100% after deductible	80% after deductible	80% after deductible	80% after deductible
Lifetime Maximum	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000

To see your specific rates, find the package you are selecting under your age bracket on the following pages.
Your online enrollment will not be complete until you have read and agreed to the terms, conditions, and rates at the end of the enrollment process.

* Deductibles are not included in annual out of pocket max. * CPR membership fees are included in package rates provided. * CPR reserves the right to allow exceptions on a location-by-location basis.

AACC – 2012 Dental & Vision Benefits Summary

Open-Network Dental Benefits			
Class 1 – Diagnostic/Preventative Services		Class III – Major Services (12-month waiting period)	
Exams	100%	Inlays, Onlays and Crowns	50%
Cleanings, Fluoride Treatments, & Sealants	100%	Endodontics and Prosthetics (Bridges, Dentures)	50%
X-Rays (Bitewings Only, All Others)	100%	Surgical Periodontics	50%
Palliative Treatment (Emergency)	100%	Complex Oral Surgery	50%
Class II – Basic Services		Orthodontics (12-month waiting period)	
Space Maintainers	80%	Orthodontics (to age 19)	50%
Basic Restorative	80%	Plan Maximums	
Simple Extractions	80%	Annual Maximum	$1,000
General Anesthesia	80%	Child Lifetime Ortho Maximum	$1,000
Repairs of Crowns, Inlays, Onlays, Dentures and Bridges	80%	Annual Program Deductible (per person/per family)	
Non-Surgical Periodontics	80%	Class III & Orthodontics	$50 / $150

Open-Network Vision Benefits Vision care benefits are provided based on the following schedule with any licensed provider (Open Network):			
Vision Exam	$10 Copay	Frames or Contacts:	
Prescription Glasses	$25 Copay	Frame (every other calendar year) • $150 allowance for frame of your choice	
Lenses (once per calendar year) • Single vision, lined bifocal, and lined trifocal lenses • Scratch-resistant coating • Polycarbonate lenses for dependent children		Contact Lens Care • No copay (once per calendar year) *$150 allowance for contacts and the contact lens exam (fitting and evaluation). If you choose contact lenses you will be eligible for a frame one calendar year from the date the contact lenses were obtained.*	

- Open-Network means the network is open to all providers. Providers should file claims for you. Standard exclusions and limitations apply.

AACC – 2012 Price Sheet

AGES 18-39 (Or Groups with 20 or more eligible employees for all ages)	VPH PACKAGE Includes Major Medical Value Plan	HPH PACKAGE Includes H.S.A. Compatible Major Medical	1PH PACKAGE Includes Major Medical 5k Deductible	2PH PACKAGE Includes Major Medical 2k Deductible	3PH PACKAGE Includes Major Medical 750 Deductible	*EPH PACKAGE Includes Major Medical 100 Deductible
MEMBER ONLY	$ 206.86	$ 249.82	$ 312.85	$ 424.39	$ 489.38	$ 1,000.00
MEMBER + SPOUSE	$ 413.71	$ 499.63	$ 625.70	$ 848.77	$ 978.77	$ 2,500.00
MEMBER + CHILDREN	$ 362.00	$ 437.18	$ 547.48	$ 742.68	$ 856.42	$ 2,500.00
MEMBER + FAMILY	$ 568.85	$ 686.99	$ 860.33	$1,167.06	$1,345.81	$ 3,500.00

AGES 51-55	VPH PACKAGE Includes Major Medical Value Plan	HPH PACKAGE Includes H.S.A. Compatible Major Medical	1PH PACKAGE Includes Major Medical 5k Deductible	2PH PACKAGE Includes Major Medical 2k Deductible	3PH PACKAGE Includes Major Medical 750 Deductible	*EPH PACKAGE Includes Major Medical 100 Deductible
MEMBER ONLY	$ 296.86	$ 339.82	$ 402.85	$ 514.39	$ 609.38	$1,300.00
MEMBER + SPOUSE	$ 593.71	$ 679.63	$ 805.70	1,028.77	$1,218.77	$3,250.00
MEMBER + CHILDREN	$ 519.50	$ 594.68	$ 704.98	$ 900.18	$1,066.42	$3,250.00
MEMBER + FAMILY	$ 816.35	$ 934.49	$1,107.83	$1,414.56	$1,675.81	$4,550.00

AGES 40-45	VPH PACKAGE	HPH PACKAGE	1PH PACKAGE	2PH PACKAGE	3PH PACKAGE	*EPH PACKAGE
MEMBER ONLY	$ 236.86	$ 279.82	$ 342.85	$ 454.39	$ 529.38	$ 1,100.00
MEMBER + SPOUSE	$ 473.71	$ 559.63	$ 685.70	$ 908.77	$1,058.77	$ 2,750.00
MEMBER + CHILDREN	$ 414.50	$ 489.68	$ 599.98	$ 795.18	$ 926.42	$ 2,750.00
MEMBER + FAMILY	$ 651.35	$ 769.49	$ 942.83	1,249.56	$1,455.81	$ 3,850.00

AGES 56-60	VPH PACKAGE	HPH PACKAGE	1PH PACKAGE	2PH PACKAGE	3PH PACKAGE	*EPH PACKAGE
MEMBER ONLY	$ 326.86	$ 369.82	$ 432.85	$ 544.39	$ 649.38	$1,400.00
MEMBER + SPOUSE	$ 653.71	$ 739.63	$ 865.70	1,088.77	$1,298.77	$3,500.00
MEMBER + CHILDREN	$ 572.00	$ 647.18	$ 757.48	$ 952.68	$1,136.42	$3,500.00
MEMBER + FAMILY	$ 898.85	$1,016.99	$1,190.33	$1,497.06	$1,785.81	$4,900.00

AGES 46-50	VPH PACKAGE	HPH PACKAGE	1PH PACKAGE	2PH PACKAGE	3PH PACKAGE	*EPH PACKAGE
MEMBER ONLY	$ 266.86	$ 309.82	$ 372.85	$ 484.39	$ 569.38	$ 1,200.00
MEMBER + SPOUSE	$ 533.71	$ 619.63	$ 745.70	$ 968.77	$1,138.77	$ 3,000.00
MEMBER + CHILDREN	$ 467.00	$ 542.18	$ 652.48	$ 847.68	$ 996.42	$ 3,000.00
MEMBER + FAMILY	$ 733.85	$ 851.99	$,025.33	$1,332.06	$1,565.81	$ 4,200.00

AGES 61-63	VPH PACKAGE	HPH PACKAGE	1PH PACKAGE	2PH PACKAGE	3PH PACKAGE	*EPH PACKAGE
MEMBER ONLY	$ 356.86	$ 399.82	$ 462.85	$ 574.39	$ 689.38	$1,500.00
MEMBER + SPOUSE	$ 713.71	$ 799.63	$ 925.70	$1,148.77	$1,378.77	$3,750.00
MEMBER + CHILDREN	$ 624.50	$ 699.68	$ 809.98	1,005.18	$1,206.42	$3,750.00
MEMBER + FAMILY	$ 981.35	$1,099.49	$1,272.83	$1,579.56	$1,895.81	$5,250.00

EPH PACKAGES – Additional Restrictions Apply – Eligible group locations must have 5 or more employee signed up, and the employer must be paying 100%.

ALL AGES	DENTAL
MEMBER ONLY	$ 23.70
MEMBER + SPOUSE	$ 47.20
MEMBER + CHILDREN	$ 51.20
MEMBER + FAMILY	$ 82.60

ALL AGES	VISION
MEMBER ONLY	$ 6.80
MEMBER + SPOUSE	$ 10.88
MEMBER + CHILDREN	$ 11.10
MEMBER + FAMILY	$ 17.90

BENEFIT MAXIMUMS – ALL BENEFIT OPTIONS Once a Maximum Benefit for a specified service is met, no additional benefits for that service are available for the remainder of the time period specified. The Maximum Benefits specified below are per Covered Person.	
Lifetime Maximum Benefit	$2,000,000
Chiropractic Care, Occupational Therapy, and Physical Therapy (Combined)	$1,500 Calendar Year Maximum Benefit
Durable Medical Equipment	$1,500 Calendar Year Maximum Benefit
Extended Care Facility	$10,000 Calendar Year Maximum Benefit
Hearing Aids	$1,000 Maximum Benefit per 36-month period
Hearing Examinations	One examination per Calendar Year.
Home Health Care	$10,000 Calendar Year Maximum Benefit
Hospice Care	$20,000 Lifetime Maximum Benefit
Mental Health Disorders and Alcohol/Chemical Dependency	$20,000 Calendar Year Maximum Benefit
Pharmacy Benefits	$15,000 Calendar Year Maximum Benefit
Transplant-Related Services	For donor search and evaluation services, a $15,000 Calendar Year Maximum Benefit
Wellness/Preventive Benefits	$2,000 Calendar Year Maximum Benefit

IMPORTANT: CERTAIN HEALTH CARE SERVICES MAY REQUIRE PRECERTIFICATION TO AVOID BENEFIT REDUCTION. SEE **UTILIZATION MANAGEMENT PROGRAM**. ALSO, BENEFITS MAY BE REDUCED OR DENIED FOR PREEXISTING CONDITIONS. SEE **SPECIAL RESTRICTIONS FOR PREEXISTING CONDITIONS.**

SPECIAL RESTRICTIONS FOR PREEXISTING CONDITIONS

Preexisting Conditions and Allowance for Prior Creditable Coverage:

For a person who enrolls for coverage under the Plan when he or she is first eligible to do so, a preexisting condition shall not be covered until the 12-month anniversary of the Employee's enrollment date (that is, 12 months from the first day of his or her Plan coverage or, if there is a waiting period, 12 months from the first day of the waiting period for such coverage).

An Employee or Dependent who enrolls in this Plan has a right to demonstrate Creditable Coverage and to reduce or eliminate the preexisting condition limitations that would otherwise apply, but only if such Employee or Dependent has less than a 63-day break in coverage (that is, not more than 62 days of non-coverage, not counting any days applied toward waiting period requirements), *and* health conditions are fully disclosed at the time of enrollment.

For a person who does not disclose a prior condition, the preexisting condition shall not be covered until the 18-month anniversary of his or her enrollment date; or the Plan Administrator may process according to rules for fraudulent or material misstatements.

UTILIZATION MANAGEMENT PROGRAM

General Information: The Plan includes a Utilization Management Program as described below. The purpose of such program is to encourage Covered Persons to obtain quality medical care while utilizing the most cost-efficient sources.

The Plan Sponsor has contracted with an independent Utilization Management Organization to provide precertification services. The name and telephone number of the organization appears on the Employee's coverage identification card and is as follows: [**Action Healthcare Management] [Toll Free (800) 433-6915]**

(The procedures outlined below must be followed to avoid a penalty for non-compliance.)

Services Requiring Precertification

The following services require precertification:

a. All Inpatient and Outpatient Hospital or Surgical Center admissions;

b. Complex imaging such as CT scans, PET scans, and MRIs; and

c. Any Office Visit or procedure where charges will exceed $1,000.

Precertification Requirements

The Utilization Management Program requires that the Employee or Covered Person, his or her attending Physician, or a member of his or her family contact the Utilization Management Organization as follows:

a. For a Non-Emergency: At least 48 hours prior to admission or visit; and

b. For an Emergency: Not more than 24 hours after admission or visit, or on the first business day following a weekend or holiday admission or visit.

It is the Employee's or Covered Person's responsibility to see to it that the precertification procedures required under the Utilization Management Program have been completed. To minimize the risk of reduced benefits, the Employee or Covered Person should contact the Utilization Management Organization to make certain that the facility or attending Physician has initiated the necessary processes.

Precertification is not a guarantee of coverage. The Utilization Management Program is designed *only* to determine whether or not a proposed setting and course of treatment is Medically Necessary and appropriate. Benefits under the Plan shall depend upon the patient's eligibility for coverage and the Plan's limitations and exclusions. Nothing in the Utilization Management Program shall increase benefits to cover any confinement or service that is not Medically Necessary or that is not otherwise covered under the Plan.

Penalty for Non-Compliance with Precertification Requirements: If the precertification requirements are not completed for any service set forth in **Service Requiring Precertification** above, an additional $250 Deductible may be applied before Plan benefits are determined, and the Eligible Expenses payable by the Plan shall reduce by 50%.

If a Covered Person is hospitalized and the Utilization Management Organization determines that any Inpatient days were not Medically Necessary, no benefits shall be payable for those days.

Any additional share of expenses that becomes the Employee's or Covered Person's responsibility for failure to comply with these requirements shall *not* be considered Eligible Expenses and shall *not* apply to any Deductibles, Coinsurance, or Out-of-Pocket Maximums of the Plan.

NOTE: The Plan shall not reduce or deny a claim for failure to obtain precertification under circumstances that would make obtaining precertification impossible or where application of the precertification process could seriously jeopardize the life or health of the patient (for example, if the patient is unconscious and is in need of immediate care at the time that medical treatment is rendered).

MEDICAL LIMITATIONS AND EXCLUSIONS (Expenses Not Covered by the Plan)

Except as specifically stated otherwise, no benefits shall be payable for:

a. **Air Purification Units:** Charges for air conditioners, air-purification units, humidifiers, and electric heating units.

b. **Arch Supports**

c. **Autopsy**

d. **Biofeedback:** Charges for biofeedback, recreational or educational therapy, other forms of self-care or self-help training, or any related diagnostic testing.

e. **Career Counseling**

f. **Chelation Therapy:** Charges for chelation therapy or metallic ion therapy, except for treatment of acute metal poisoning.

g. **Complications of Non-Covered Procedure:** Charges for care, services, or treatments that are required to treat complications resulting from a procedure or Surgery that is not or would not be covered under the terms of the Plan, unless expressly stated otherwise (for example, if breast implants were placed for cosmetic reasons, the subsequent removal of such implants would not be covered, even if such removal were deemed to be Medically Necessary).

h. **Cosmetic and Reconstructive Surgery:** Charges for any Surgery, service, drug, or supply designed to improve the appearance of an individual by alteration of a physical characteristic that is within the broad range of normal but that may be considered displeasing or unsightly, except as specifically stated otherwise under **ARTICLE 11 – ELIGIBLE MEDICAL EXPENSES.**

i. **Custodial and Maintenance Care:** Charges for care or confinement primarily for the purpose of meeting personal needs (for example, bathing or walking) that could be rendered at home or by persons without professional skills or training, services or supplies that cannot reasonably be expected to lessen the patient's disability or enable him or her to live outside of an institution, or any type of maintenance care that is not reasonably expected to improve the patient's condition within a reasonable period of time, except that which may be included as part of a formal Hospice care program.

j. **Dental Care:** Charges for care or treatment on or to the teeth, alveolar processes, gingival tissue, or for malocclusion, except as specifically stated otherwise under **ARTICLE 11 – ELIGIBLE MEDICAL EXPENSES.**

k. **Diagnostic Hospital Admission:** Charges for confinement in a Hospital that is for diagnostic purposes only, when such diagnostic services could be performed in an Outpatient setting; for non-emergency weekend admissions when Surgery is not performed within 24 hours of admission; or for Inpatient admissions when the Covered Person is ambulatory and/or confined for bed rest, special diet, or treatment not requiring continuous bed care.

l. **Ecological or Environmental Medicine:** Charges for chelation or chelation therapy (except for acute metal poisoning); orthomolecular substances; the use of substances of animal, vegetable, chemical, or mineral origin that are not specifically approved by the FDA as effective for treatment; or environmental sensitivity treatments (that is, Inpatient or Outpatient treatment of allergic symptoms by controlling the environment, sanitizing the surroundings, removing toxic materials, or using special nonorganic, nonrepetitive diet techniques).

m. **Educational or Vocational Testing or Training:** Charges for testing and/or training for educational purposes or to assist a Covered Person in pursuing a trade or occupation. This exclusion does not apply to education, training, or supplies at the onset of a medical condition that are necessary for the proper care of such condition; to further training caused by a change in a Covered Person's medical condition; or to further training needed because of the development of new treatment methods.

NOTE: Personal computers and related equipment are *not* covered.

n. **Exercise Equipment/Health Clubs:** Charges for exercise equipment, vibratory equipment, swimming or therapy pools, aerobic and strength conditioning, work-hardening programs, or enrollment in health, athletic, or similar clubs.

o. **Financial Counseling**

p. **Foot Care:** Charges for routine foot care.

q. **Gender Identification:** Charges for counseling persons suffering from gender identification problems and for services and supplies related to the performance of gender transformation procedures.

r. **Growth Hormones**

s. **Hair Replacement:** Charges for replacement of nonproductive hair follicles with productive follicles from another area of the scalp or body for treatment of alopecia (baldness), or any other Surgeries, treatments, drugs, services, or supplies relating to baldness or hair loss, except as specifically stated otherwise under **ARTICLE 11 – ELIGIBLE MEDICAL EXPENSES.**

t. **Holistic, Homeopathic, or Naturopathic Medicine:** Charges for services, supplies, drugs, or accommodations provided in connection with holistic, homeopathic, or naturopathic treatment.

u. **Hospital Employees:** Charges for professional services billed by a Physician or a nurse who is an employee of a Hospital or an Extended Care Facility and who is paid by the Hospital or the Extended Care Facility for his or her services.

v. **Hypnotherapy:** Charges for treatment by hypnotism.

w. **Impotency:** Charges to diagnose, test, or treat impotency, erectile dysfunction, sexual dysfunction or inadequacy, or frigidity, including but not limited to penile prosthetic implants, devices, hormone treatment, and drugs and medications, whether or not Medically Necessary or following Surgery.

x. **Infertility:** Charges for diagnostic tests or studies, or procedures, drugs, or supplies to correct infertility or to restore or enhance fertility, including but not limited to charges for artificial insemination, in-vitro fertilization, gamete intrafallopian transfer, zygote intrafallopian transfer, sperm embryo freezing or transfer, sperm banking, surrogate parenting, or other direct attempts to induce Pregnancy.

y. **IQ Testing**

z. **Learning and Behavioral Problems:** Charges for treatment of learning or behavioral disorders, including but not limited to treatment for scholastic improvement, vocational training, speech development, visual or motor coordination, or autism. Charges for the initial testing to determine the diagnosis and management of medication are covered.

aa. **Maintenance Care:** See **Custodial and Maintenance Care.**

bb. **Massage Therapy or Rolfing**

cc. **Motor Vehicles:** Charges for motor vehicles and devices used in connection therewith, such as hand controls, lifts, or specialized vehicle alterations.

dd. **Nicotine Addiction/Smoking Cessation:** Charges for nicotine withdrawal programs, facilities, drugs, or supplies, including nicotine gum and patches.

ee. **Non-Prescription Drugs:** Charges for drugs for use outside of a Hospital or other Inpatient facility that can be purchased "over-the-counter" and without a Physician's prescription, even if a prescription number has been assigned, and for drugs for which there is a non-prescription equivalent available.

ff. **Not Medically Necessary/Not Physician Prescribed:** Charges for services or supplies that are not Medically Necessary or are not incurred on the advice of a Physician, or for services or supplies that are outside of the scope of a Covered Provider's license.

gg. **Obesity:** See **Weight Control.**

hh. **Personal Comfort or Convenience Items or Deluxe Equipment:** Charges for services or supplies that are primarily and customarily used for nonmedical purposes or are used for environmental control or enhancement (whether or not prescribed by a Physician), including but not limited to:

1. Air conditioners, air purifiers, or vacuum cleaners;
2. Motorized transportation equipment, escalators, elevators, handrails, or wheelchair ramps;
3. Waterbeds or non-hospital adjustable beds;
4. Hypoallergenic mattresses, pillows, blankets, or mattress covers;
5. Cervical pillows;
6. Swimming pools, spas, whirlpools, exercise equipment, or gravity lumbar reduction chairs;
7. Personal computers and related equipment, televisions, telephones, or other similar items or equipment;
8. Food liquidizers;
9. Structural changes to homes or autos;

10. Personal hygiene items; and
11. Deluxe equipment or items, such as motorized equipment when manually-operated equipment may be used, or wheelchair sidecars.

ii. **Preexisting Conditions:** See **ARTICLE 13 – SPECIAL RESTRICTIONS FOR PREEXISTING CONDITIONS.**

jj. **Primal Therapy**

kk. **Psychodrama**

ll. **Self-Procured Services:** Charges for services rendered to a Covered Person who is not under the regular care of a Physician and for services, supplies, or treatment, including any periods of Hospital confinement, that are not recommended, approved, and certified as Medically Necessary and reasonable by a Physician, except as specifically stated otherwise under **ARTICLE 11 – ELIGIBLE MEDICAL EXPENSES.**

mm. **Sex-Related Disorders:** Charges for services rendered with respect to transsexualism, gender dysphoria, sexual reassignment or change, or other sexual dysfunctions or inadequacies. Excluded services and supplies include but are not limited to therapy or counseling, medications, implants, hormone therapy, surgery, and other medical or psychiatric treatment. This exclusion applies whether or not treatment is Medically Necessary or follows Surgery.

nn. **Vision Care Supplies and Services:** Charges for vision care supplies and services such as eyeglasses or contact lenses and their fitting, replacement, repair, or adjustment, and for orthoptics, vision therapy, vision perception training, or other special vision procedures, including those the purpose of which is the correction of refractive errors, such as radial keratotomy or laser surgery.

NOTE: This exclusion shall not apply to the services necessitated by an Accidental Injury or Medically Necessary eye Surgery due to a Sickness. One vision examination per Calendar Year is covered.

oo. **Vitamins and Dietary Supplements:** Charges for supplements, including but not limited to mineral, nutritional, dietary, and vitamin supplements. This exclusion does not apply to prenatal vitamins.

pp. **Vocational Testing or Training**

qq. **Weight Control:** Charges for weight loss or weight management programs or any other services or supplies for or related to obesity, morbid obesity, or weight control, including Surgery or drugs. This Exclusion applies even when weight loss is Medically Necessary or when the Covered Person has other health conditions that may be helped by weight loss.

GENERAL EXCLUSIONS (Exclusions Applicable to All Benefits)

The following exclusions apply to all health benefits and no benefits shall be payable for:

a. **Court Order:** Charges as the result of a court order, unless such expenses would have been covered under the Plan in the absence of a court order.

b. **Criminal Activities:** Charges for any injury resulting from or occurring during the Covered Person's commission or attempt to commit an aggravated assault or felony, taking part in a riot or civil disturbance, or taking part as a principal or as an accessory in illegal activities or an illegal occupation. This exclusion does not apply where such injury results from a medical condition (physical or mental), including a medical condition resulting from domestic violence (for example, depression).

c. **Excess Charges:** Charges in excess of the Reasonable and Appropriate charges for the services or supplies provided.

NOTE: This exclusion includes inappropriate use of emergency service providers by any covered member where non-emergency services could have been utilized.

d. **Experimental/Investigational Treatment:** Charges for treatments, procedures, devices, or drugs that the Plan Administrator determines, in the exercise of its discretion, are experimental, investigational, or done primarily for research. Such treatments, procedures, devices, or drugs shall be excluded under this Plan unless:

1. Approval of the FDA for marketing the drug or device has been given at the time it is furnished, if such approval is required by law;
2. Reliable evidence shows that the treatment, procedure, device, or drug is not the subject of ongoing phase I, II, or III clinical trials or under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with the standard means of treatment or diagnoses; and
3. Reliable evidence shows that the consensus of opinion among experts regarding the treatment, procedure, device, or drug is that further studies or clinical trials are not necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with the standard means of treatment or diagnoses.

NOTE: "Reliable evidence" shall include anything determined to be such by the Plan Administrator, within the exercise of its discretion, and may include published reports and articles in the medical and scientific literature generally considered to be authoritative by the medical professional community in the United States, including the CMS Medicare Coverage Issues Manual.

e. **Government-Operated Facilities:** Charges for services furnished to the Covered Person in any veterans hospital, military hospital, institution, or facility operated by the United States government, by any state government, or by any agency or instrumentality of such governments.

NOTE: This exclusion does not apply to treatment of non-service related disabilities or to Inpatient care provided in a military or other United States government hospital to Dependents of active duty armed service personnel or to armed service retirees and their Dependents. This exclusion does not apply where otherwise prohibited by law.

f. **Legal Proceedings:** Charges for reports or appearances in connection with legal proceedings, whether or not an Accidental Injury or a Sickness is involved, or for itemized bills or completion of forms.

g. **Missed Appointments:** Charges for failure to keep or for cancellation of a scheduled appointment.

h. **No Charge/No Legal Requirement to Pay:** Charges for services for which no charge is made or which a Covered Person is not required to pay, or is not billed or would not have been billed in the absence of coverage under this Plan. Where Medicare coverage is involved and this Plan provides "secondary" coverage, this exclusion shall apply to those amounts a Covered Person is not legally required to pay due to Medicare's "limiting charge" amounts.

NOTE: This exclusion does not apply to any benefit or coverage that is available through the Medical Assistance Act (Medicaid).

i. **Other Coverage:** Charges for services or supplies for which a Covered Person is entitled (or could have been entitled if proper application had been made) to have reimbursed by or furnished by:

1. Any plan, authority, law of any government, or governmental agency (federal or state, dominion or province, or any political subdivision thereof). However, this provision does not apply to Medicare Secondary Payor or Medicaid Priority rule;
2. A health care department maintained by or on behalf of an Employer, mutual benefit association, labor union, trustees, or similar person(s) or group;
3. Any school system that is required to provide services or items under public law; and/or
4. Medical coverage provided by or available through any applicable no-fault provision, uninsured motorist provision, underinsured motorist provision, or other first-party or no-fault provision of any automobile law or coverage, or any other automobile, homeowners, aircraft, boat owners, or other similar policy of insurance.

j. **Outside of the United States:** Charges incurred outside of the United States for services or supplies, if the Covered Person traveled to the foreign location for the primary purpose of obtaining such services or supplies.

k. **Postage, Shipping, Handling, and Other Charges:** Charges for any postage, shipping, or handling that may occur in the transmittal of information to the Contract Administrator; for interest or finance charges; or for sales tax.

l. **Prior to Effective Date/After Termination Date:** Charges incurred prior to a Covered Person's effective date of coverage under the Plan or after coverage is terminated, except as may be expressly stated.

m. **Relative or Resident Care:** Charges for any service rendered to a Covered Person by a relative (that is, a spouse, a parent, a sibling, or a child of the Employee or of the Employee's spouse) or by anyone who customarily lives in the Covered Person's household.

n. **Sales or Other Taxes:** Charges for sales or other taxes or charges imposed by any government or entity. However, this exclusion shall not apply to surcharges required by the New York Health Care Reform Act of 1996 (or as later amended) or similar surcharges imposed by other states.

o. **Self-Inflicted Injury:** Charges for any expenses resulting from voluntary self-inflicted injury or voluntary attempted self-destruction, including willful intoxication, except that this exclusion shall not apply where such self-inflicted injury results from a medical condition (physical or mental), including a medical condition resulting from domestic violence (for example, depression).

p. **Telecommunications:** Charges for advice or consultation given by or through any form of telecommunication.

q. **Third-Party:** Charges for services or supplies that a third party is responsible to pay because of negligence or other tortious or wrongful acts of such third-party. This Plan's right to subrogate takes priority over the right of an Employee or his or her Dependent to be made whole, and all services of possible recovery against third-party tortfeasors are included as amounts that are subject to subrogation.

r. **Travel Time:** Charges for a Physician's transportation, travel time, or accommodations.

s. **Unlisted Services or Supplies:** Charges for any services, care, or supplies that are not specifically listed in the Benefit Document as Eligible Expenses, unless the charges are substantiated, are determined to be Medically Necessary, and are approved for coverage by the Plan Administrator. Benefits are not available for non-covered services, supplies, or care, or for complications arising from such except as specifically stated otherwise in the Benefit Document.

t. **War or Active Duty:** Charges for health conditions resulting from insurrection; war (declared or undeclared); act of war or complications therefrom, including armed aggression resisted by the forces of any country or combination of countries, civil war, insurrection, rebellion, revolution, or riot; or service (past or present) in the armed forces of any country, to the extent not prohibited by law.

u. **Work-Related Conditions:** Charges that the Covered Person has recovered or could recover from any other source, including but not limited to any benefit plan, or that arise out of, or in the course of, any occupation or self-employment for wage or profit for which the Covered Person is entitled to benefits pursuant to or under any federal, state, or governmental law, regulation, or program, including but not limited to Workers' Compensation law, occupational disease law, occupational disability law, no-fault automobile law, or any similar law. If the Plan elects to provide benefits for any such condition, the Plan shall be entitled to establish a lien upon such other benefits up to the amount paid.