



# Health Conversion Plan

## CERTIFICATE OF COVERAGE

Underwritten by the WEA Insurance Corporation

45 Nob Hill Road (53713-3959)  
P.O. Box 7338 (53707-7338)  
Madison, Wisconsin  
Voice/TTY:  
(800) 279-4000  
(608) 276-4000

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# Important Notices

## **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE**—If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

**WEA Insurance Corporation  
P.O. Box 7338  
Madison, WI 53707-7338  
Voice/TTY: (800) 279-4000 or (608) 276-4000**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
1-800-236-8517  
608-266-0103

## **IMPORTANT NOTICE CONCERNING STATEMENTS IN THE APPLICATION FOR YOUR COVERAGE**

Please read the copy of the application form that we previously delivered to you. Omissions or misstatements on the application form could cause an otherwise valid claim to be denied. Carefully check the application form and write to us within 10 days if any information shown on the form is not correct and complete. This insurance coverage was issued on the basis that the answers to all questions and any other material information shown on the application form are correct and complete.

### **Pediatric Dental**

This plan does not include pediatric dental services as required under the federal Patient Protection and Affordable Care Act. This coverage is available in the insurance market and can be purchased as a stand-alone product. Please contact your insurance carrier, agent, or the Federally Facilitated Exchange if you wish to purchase pediatric dental coverage or a stand-alone dental services product.

You may view your Certificate on our website, [weatrust.com](http://weatrust.com). If we amend your Certificate, we add the amendment to our online plan documents. If you prefer to receive a paper Certificate, please call our customer service department.

# WEA Trust Health Conversion Plan

## A WEA Insurance Corporation Group Health Plan

This is a preferred provider health insurance plan for individuals who are no longer eligible for either their employer-sponsored group health insurance plan or legally mandated continuation coverage under that plan. It is a group plan with the Trustees of the WEA Insurance Trust as policyholder. If you were previously covered under an employer-sponsored WEA Trust group health plan, your benefits under this Certificate will be similar, but not necessarily identical, to your prior coverage. This Certificate does **not** include any optional benefits—such as vision exam coverage, coverage for the extraction and replacement of teeth, or waiver of premium—that may have been included in the employer-sponsored health plan.

This document is a description of group health insurance benefits. If you are a covered individual, then this Certificate entitles you to reimbursement of the covered health care costs incurred by you and your covered dependents, subject to the reimbursement limits defined in Section 4.

We do not cover all health care services. We reimburse only the cost of those services that are explicitly defined in this Certificate. Except for those preventive services expressly listed, or that we are required by law to cover, we cover services only when we find them to be medically necessary and medically appropriate for the diagnosis or treatment of an Illness or Injury. These concepts are defined and clarified in Section 4. Please see our website, [weatrust.com](http://weatrust.com), for the most current list of covered preventive services. You may also obtain a paper copy of the current list by calling our customer service department.

Your choice of provider (Network or non-network provider) determines how much we will reimburse for covered services and, consequently, how much you must pay for your health care. When you use a Network provider, we will pay the amount we have contracted to pay for each covered service, subject to applicable deductible, coinsurance, and copayment amounts, as well as the other factors that affect reimbursement, described in Section 4.

**We limit reimbursement to the maximum allowable fee for cost-effective covered services, subject to applicable deductible, coinsurance, and copayment amounts. If a charge exceeds our maximum allowable fee, we may reimburse less than the billed charge. You are responsible for any amount charged in excess of our maximum allowable fees, as well as applicable deductible, coinsurance, and copayment amounts. Read more about factors that affect reimbursement in Section 4.**

We cover some services only if you receive our written authorization before purchasing the service. When we preauthorize services based on a specified expenditure, the specified expenditure is the reimbursement limit. If you do not receive our advance authorization of expenditures for services that require preauthorization, we have no obligation to reimburse you. For more information, see “Preauthorization Requirements” in Section 7.

Premiums are to be paid monthly on or before the 20th day of the month preceding the month of coverage. If you have any questions about the benefits or requirements of this Certificate, call us at (800) 279-4000 or (608) 276-4000 (Voice/TTY).

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# Section 1

## Rights and Obligations of the Insured and the WEA Insurance Corporation

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### General Information About This Plan

This is a preferred provider health insurance plan for individuals who are no longer eligible for either their employer-sponsored group health insurance plan or legally mandated continuation coverage under that plan. It is a group plan with the Trustees of the WEA Insurance Trust as policyholder; it is not an employer group plan because no employer is involved. It is guaranteed renewable except for the reasons stated below in this section. In accordance with its terms, we will reimburse for covered health care services incurred by covered individuals, subject to the applicable deductible, coinsurance, and copayment amounts defined in Section 4 of the Certificate. If you were previously covered under an employer-sponsored WEA Trust group health plan, your benefits under this Certificate will be similar, but not necessarily identical, to your prior coverage. This Certificate does **not** include any optional benefits—such as vision exam coverage, coverage for the extraction and replacement of teeth, or waiver of premium—that may have been included in the employer-sponsored health plan.

This plan does not provide reimbursement for all health care services even when those services are recommended by Physicians. We will reimburse only for those services explicitly defined in, and not excluded by, the provisions of this Certificate. Covered services are reimbursed if we find them to be medically necessary and medically appropriate for the diagnosis and treatment of an Illness or Injury. Further clarification of these criteria is presented in Section 4.

Some of the services covered by this Certificate require preauthorization. We require preauthorization when the specific facts of the patient's medical condition determine whether that service is appropriate and cost-effective.

Our reimbursement for covered services and how much you must pay for your health care is determined by your choice of Network or non-network provider. When you use a Network provider, we will pay the amount we have contracted to pay for each covered service, subject to applicable deductible, coinsurance, and copayment amounts, as well as the other factors that affect reimbursement, described in Section 4.

All reimbursements are limited to the maximum allowable fee for cost-effective covered services. If a health care charge exceeds our maximum allowable fee, reimbursement may be less than the billed charge. The covered individual is responsible for the amount in excess of the maximum allowable fee as well as the applicable deductible, coinsurance, and copayment amounts. More information about factors that affect reimbursement is included in Section 4.

When we preauthorize services based on a specified expenditure, the specified expenditure is the reimbursement limit.

If you have any questions about the benefits or requirements of this Certificate, or if you would like further information about our maximum allowable fee, call us at (800) 279-4000 or (608) 276-4000 (Voice/TTY).

## **When Premiums Are Due**

The premium is due each month on or before the 20th day of the month that precedes the month of coverage. You must pay all monthly premiums when they are due.

## **Amount of the Premium**

The exact amount of your monthly premium for initial coverage is listed on the application for group health conversion plan coverage provided with this plan. Premium is owed for each month in which you are covered by this Certificate for at least one day, except that when your coverage begins after the 15th day of a month, your premium liability will begin on the first day of the following month. Premiums will be adjusted each January. You will receive written notice at least 31 days in advance of any increase in premiums. We will never increase premium rates by 25% or more without giving you 60 days' notice.

You must notify us immediately whenever you or one of your dependents ceases to be eligible for coverage. The premium liability for an ineligible individual will cease on the last day of the last month of coverage. We will not be obligated to provide benefits to any individual who is not eligible for coverage even if premiums have been paid for that individual.

## **Grace Period**

We will allow a grace period of 31 days for the receipt of any premium due after the first premium. This Certificate will continue in force during the grace period. The grace period will start on the first day of the month following the day the premium is due.

If we do not receive your premium payment within this grace period, your coverage under this Certificate will automatically terminate at the end of the grace period. You are liable for payment of all premiums due and unpaid, including the premium for coverage during the grace period, as well as the costs and reasonable legal fees we incur in collecting any premiums owed. You will also be ineligible to re-enroll in this plan. There will be no grace period, however, if either you or we have given written notice of termination to the other.

## **Termination of Coverage by the Insured Individual**

You may terminate coverage under this Certificate effective at the end of any month by informing us before that date that termination is desired. Although your coverage will automatically terminate if you fail to pay the premium when due, we would appreciate advance written notice of your decision to terminate. If you wish to terminate your coverage, please return your premium notice to us marked "cancel."

## **Termination of the Plan by the Policyholder**

The policyholder may terminate this plan on the first day of any month by giving us written notice at least 31 days before that date.



## Termination or Nonrenewal of the Plan by Us

Once you are covered under this Certificate, you have the right to maintain coverage under this Certificate unless coverage ends for one of the reasons stated under “When Conversion Coverage Ends” in Section 3. We maintain the right at renewal to alter the plan’s benefit design or increase premium if we do so for all covered individuals in the same class.

## Your Duty to Provide Information

If you are covered by this Certificate, you must provide the information we need to accurately determine whether your dependents are eligible for coverage and to pay benefits. Examples include but are not limited to:

- **You must inform us when you move and give us your new address.** This includes informing us when you move temporarily.
- **You must let us know when one of your covered dependents is no longer eligible for coverage and, upon our request, you must provide us with evidence of eligibility for your dependents.** When we enroll your dependents, we accept your representation of their eligibility. You must notify us when a covered dependent is no longer eligible. You must also provide us with evidence of eligibility for your dependents, upon our request. Your failure to provide such evidence, upon request, is considered evidence of fraud and material misrepresentation. If you do not provide the requested evidence of eligibility, we have the right to terminate coverage for the dependent. The termination may be retroactive to the date the dependent became ineligible for coverage under the plan.
- **You must notify us when you become covered by another group health plan or by Medicare.** The State of Wisconsin has adopted rules that must be followed by all insurers who coordinate benefits. These rules, included in Section 9, specify which insurer pays first, which pays second, etc. If we pay claims in error because you have not informed us of other insurance coverage, we have the right to recover the overpayment. \

**Note:** If you or one of your covered dependents becomes eligible for coverage under another group health plan that has benefits similar to benefits provided by this Certificate, coverage must end as specified in Section 3, under “When Conversion Coverage Ends.”

- **You must respond to our requests for information.** For example, periodically we will send you a questionnaire asking if you or any of your dependents are covered by any other health plan. You must either complete and return the questionnaire or call one of our customer service representatives and provide the information. Because we rely on this information to coordinate benefits, we suspend claims processing until we receive the requested information.
- **You must provide, at your own expense, the medical documentation we need to determine if services are covered.** We will tell you what we need to make a determination.
- **You must inform us when you or your covered dependent receives medical services as a result of a work-related illness or injury, and you must notify us of any worker’s**

**compensation claim you make.** You must also notify us of any worker's compensation benefits you receive as a result of an award, compromise, or settlement. Because we will use this information to determine whether any benefits are owed to you under this Certificate, you must promptly provide us with any related information or documentation that we require. This Certificate excludes services that are eligible for worker's compensation benefits whether or not you apply for or receive them.

**If you fail to timely provide us with the information described above, and we pay claims in error as a result, we have the right to recover the overpayment. You will be responsible for the cost of any claims paid in error, together with all costs and legal fees we incur in recovering those claims payments. See, also, "Our Right of Review and Recoupment" in Section 8.**

**If you or a covered dependent become ineligible for coverage under this Certificate but fail to notify us at the time that eligibility is lost, this failure will not extend coverage for the ineligible individual beyond the appropriate termination date as defined by this Certificate. We may refund, at our discretion, premium paid beyond the appropriate termination date for the applicable individual, up to a maximum of six months' premium, if claims were not paid during that time.**

## **Statements by Our Employees or Agents**

No statement or representation by any of our employees or agents can alter or waive any requirement or provision of this Certificate. No statement or representation relating to the interpretation or application of any provision of this Certificate will be binding unless an officer of our company issues it in writing.

## **Entire Contract and Changes**

The entire contract of insurance consists of:

1. This Certificate and any amendments.
2. The Benefit Summary.
3. Your completed application for group health conversion plan coverage.

No change in this Certificate will be valid unless written and signed by an officer of our company.

If any Certificate provision is changed while coverage is in force, the change will apply only to those covered services that are received after the effective date of the change.

## **Conformity With State Statutes**

Any provision of this Certificate that conflicts with the applicable statutes of Wisconsin, or with any applicable federal law, is hereby revised to conform to the minimum requirements of those statutes. The effective date of any such required revision will be the latest date permitted by those statutes.

## Section 2

### Definitions That Apply to All Provisions

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The terms defined below appear throughout this Certificate. When these terms are capitalized in the text of the Certificate, they have the meaning that is defined below.

**Benefit Period** means the 12-month period that begins January 1 of each calendar year.

**Experimental/Investigative** services are those which, in the medical opinion of our Medical Director or other medical professionals with whom we consult, do not meet our criteria for medically necessary and medically appropriate treatment for an Illness or Injury. A service is Experimental/Investigative if:

- It has not been granted approval by the appropriate federal or other governmental agency that governs its use, licensing, or marketing, e.g., the federal Food and Drug Administration (FDA).
- It is not recognized as the current standard for medical practice throughout the United States to treat the patient's specific condition.
- It is the subject of a written investigational or research protocol; an experimental, investigative, educational or research study for which informed consent is required by the treating facility; it poses an uncertain outcome or unusual risk; is an ongoing clinical trial that meets the definition of a Phase I, II, or III clinical trial set forth in the FDA regulations, regardless of whether the trial is subject to FDA oversight (except as required by law); and/or is the subject of an ongoing review by an Institutional Review Board.
- It does not have the support of contemporary medical consensus, as we define that term.

**Hospital** means a duly licensed and lawfully operating institution that provides diagnostic and therapeutic services to confined patients. Its chief function is to provide facilities for the surgical and medical diagnosis, treatment, and care of sick or injured persons. A professional staff of licensed Physicians and Surgeons provides and/or supervises its services. It provides 24-hour continuous registered nurse supervision and other nursing services, diagnostic X ray services, clinical laboratory services, and surgical facilities and services. The following institutions normally do not fulfill all aspects of this definition and are not considered a Hospital:

- Skilled nursing facilities.
- Clinics.
- Free-standing surgical centers.

- Nursing homes, rest homes, convalescent homes, extended care facilities, or facilities that provide primarily rehabilitation, education, or custodial care. This includes a convalescent or extended care unit or floor within, or affiliated with, a Hospital.
- Institutions operated primarily for the treatment of nervous or mental disorders, drug abuse, or alcoholism.
- Health resorts, spas, or sanitariums.

**Illness** means a physical or mental disease or ailment that affects general soundness and healthfulness significantly and seriously and that undermines or diminishes health, vigor, or capability.

**Injury** means an occurrence or event that hurts, damages, or wounds the body to the extent that it impairs the soundness of health or bodily functions.

**Physician** or **Surgeon** means a qualified practitioner other than the covered individual or his or her covered dependent who is licensed to diagnose and treat physical or mental impairments. This includes only the following practitioners and only to the extent that provided services are within the scope of the practitioner’s professional license:

- M.D. – Doctor of Medicine
- D.O. – Doctor of Osteopathy
- D.S.C. – Doctor of Surgical Chiropody
- D.P.M. – Doctor of Podiatric Medicine
- O.D. – Doctor of Optometry
- D.C. – Doctor of Chiropractic
- D.D.S. – Doctor of Dental Surgery
- D.M.D. – Doctor of Medical Dentistry

We cover services performed by a licensed dentist within the scope of the dentist’s license if those services are covered under this Certificate when performed by a Physician or Surgeon.

**Note:** In addition to the above capitalized terms, the following definitions also apply:

- Any time the word “**services**” appears in this Certificate, it refers to any professional service, medical or health care treatment, hospitalization and other use of facilities, laboratory services, durable medical equipment, medical supplies, and pharmaceuticals.

- Any time the words “**you**” or “**your**” appear in this Certificate, they refer to any individual who is covered by the Certificate. The exceptions to this are in Section 3, “Eligibility and Dates of Coverage,” where “you” and “your” refer only to the individual who purchased coverage under this plan.
- Any time the word “**covered**” appears in the benefit provisions of this Certificate, it refers to services that are reimbursable if we find them to be medically necessary and medically appropriate in your specific circumstances. Reimbursement is subject to our maximum allowable fee; any deductible, coinsurance, or copayments that apply; this Certificate’s cost-effectiveness limit; and our preauthorization requirements. See Sections 4 and 7 for a discussion of these concepts.

# Section 3

## Eligibility and Dates of Coverage

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This section describes the individuals who are eligible for coverage under this Certificate. It explains when those individuals become eligible for coverage, when they must elect coverage, and when coverage begins and ends.

**Note:** Whenever the terms “you” or “your” appear in this section, they refer only to the individual who elected coverage under this plan, not his or her dependents.

If you or your dependents lose coverage under your regular employer-sponsored group health plan or your legally mandated group continuation coverage terminates, under the circumstances described in this section, you or your dependents are entitled to enroll in this conversion plan. Your rights to maintain coverage under our conversion plan are also described in this section.

### How to Obtain Conversion Coverage

In order to obtain coverage under this plan, we must receive your completed application for conversion plan coverage, listing all individuals for whom you wish coverage, and the required premium, within 60 days after your employer-sponsored group health coverage or group continuation coverage ends. Coverage under this conversion plan will take effect on the date following the termination of coverage under your prior coverage if all required premiums are paid on time.

### How Your Right to Conversion Coverage is Triggered

**Termination of Your Coverage Under the Employer-Sponsored Group Health Plan**—You or your dependents have a choice to elect either continuation coverage or conversion coverage, if you or your dependents lose coverage under your regular employer-sponsored group health plan for any of the following reasons:

- The termination of your employment for reasons other than gross misconduct.
- A reduction in the number of your work hours that results in the loss of regular coverage.
- Your death.
- Your divorce or the annulment of your marriage.
- Your covered child, stepchild, or legal ward ceasing to qualify as a covered dependent.
- Your becoming entitled to Medicare benefits.

**Termination of Continuation Coverage**—You or your dependents also have a right to elect conversion coverage if your legally mandated continuation coverage is ending because the

applicable 18-month, 29-month, or 36-month period of continuation coverage has been exhausted.

## **Who is Eligible for Conversion Coverage and When Coverage Begins**

You are eligible for conversion coverage in the circumstances described above if you were covered under either the regular employer-sponsored group health plan or legally mandated continuation coverage under that plan on the day before this conversion plan goes into effect. If you elect family conversion coverage, the following dependents are eligible for coverage **provided** that they were your dependents and were also covered under either the regular employer-sponsored group health plan or legally mandated continuation coverage under that plan on the day before this conversion plan goes into effect:

1. Your legal spouse or domestic partner.
2. Your biological child, legally adopted child, stepchild, or legal ward who is under the age of 26.
3. Your biological child, legally adopted child, stepchild, or legal ward of any age who is a full-time student and meets both of the following requirements:
  - Was initially called to federal active duty for the National Guard or a reserve unit of the United States armed forces before age 27, while attending an institution of higher education as a full-time student.
  - Within 12 months of the date of fulfilling his or her active duty obligation, applied to an institution of higher education as a full-time student.
4. A biological child of your covered dependent child or legal ward (i.e., your grandchild), but only until your child or legal ward becomes 18 years old or marries, whichever occurs first.
5. Your unmarried biological child, legally adopted child, stepchild, or legal ward who has attained the limiting age for coverage under this plan, but who meets **all** of the following:
  - He or she is permanently mentally disabled or permanently physically disabled.
  - He or she is incapable of self-sustaining employment.
  - He or she is chiefly dependent on you for at least 50% of his or her support.

You may continue coverage for your disabled child or legal ward as long as he or she continues to satisfy the above-listed criteria. You must provide us with proof that the above-listed criteria is met within 31 days of the date he or she reaches the limiting age, and at any time we request it during the 2-year period that follows. After the 2-year period, we may request proof of ongoing eligibility on an annual basis.

Your dependents are eligible for coverage on the date your coverage takes effect. Their coverage will begin on the date your coverage takes effect if you have applied for their coverage within 60 days after your employer-sponsored group health coverage or group continuation coverage ends.

Once you have made your initial selection of conversion coverage, no new dependents can be added unless you have a newborn or newly adopted child. For example:

- New spouses, domestic partners, stepchildren, and legal wards cannot be added to either single or family conversion coverage.
- A dependent who is eligible for conversion coverage but whom you do not include on your application as an eligible dependent cannot later obtain coverage under this Certificate.
- A dependent who is ineligible for coverage at the time of your initial election of family conversion coverage cannot later obtain coverage under this Certificate even if he or she subsequently satisfies the Certificate's definition of an eligible dependent.
- A covered dependent who loses eligibility for coverage cannot later regain family conversion coverage even if he or she subsequently satisfies the Certificate definition of an eligible dependent.

To remain covered under family conversion coverage, dependents must continue to meet the criteria for eligible dependents listed above. If, after beginning coverage, a dependent no longer meets those criteria, that individual will be eligible to elect his or her own single conversion coverage, provided that the election is made within 30 days of the loss of eligibility for family conversion coverage. Such individuals cannot obtain coverage for any dependents of their own other than a newborn or newly adopted child (in which case they must change to family conversion coverage).

**Newborn Child**—A newborn's coverage begins at birth if you have family coverage. If you have single coverage, you must notify us of the birth and your desire to obtain family coverage within 60 days of the birth date. If we are not notified and the required premiums are not paid within 60 days of the birth date, we may refuse coverage for the newborn, unless within one year of the birth date, we receive all required premiums, plus interest as permitted by law, from the date of birth.

**Newly Adopted Child**—A newly adopted child is eligible for coverage on the earlier of these dates:

- The date that a court makes a final order granting adoption.
- The date that the child is legally placed with you for adoption.

Coverage for the adopted child will begin on the date he or she first becomes eligible if we receive your application for the child's coverage, or written notification of the adoption, within



60 days after that date.

## **When Conversion Coverage Ends**

Coverage under this conversion plan will end on the earliest of the following dates:

- The date this group plan terminates for any reason.
- The end of the period for which the last premium was paid.
- The date the insured individual becomes eligible for coverage under another group health plan that has benefits similar to benefits provided by this Certificate.
- The date on which the insured individual enters the military forces of any state or country, including the United States, or is called to active duty as a member of a reserve unit of the armed forces at least 30 consecutive days.
- The date the insured individual ceases to be eligible for coverage under the terms of this Certificate.
- The date on which you fail to comply with any provision of this Certificate.
- The date of death of the insured individual.

# Section 4

## General Provisions That Apply to All Benefits

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This Certificate covers a comprehensive range of health care services, including benefits required by state and federal law. However, not all health care services are covered even when they are beneficial and recommended by a Physician. This section details the three criteria by which we determine whether your services are covered:

1. Illness and Injury.
2. Medical necessity.
3. Medical appropriateness.

Some services require our advance authorization. Those services are specified on our website, [weatrust.com](http://weatrust.com), or by calling our customer service department. Some services are explicitly excluded in Section 5 or in Section 6 under the specific benefit provision to which they pertain.

This section also explains the factors that affect the amount of reimbursement for covered services:

1. Your choice of health care provider (Network or non-network provider).
2. Maximum allowable fee.
3. Coding and billing standards.
4. Reimbursement limit on services that require preauthorization.
5. Cost-effectiveness limit.
6. Deductibles.
7. Coinsurance.
8. Copayments.
9. Maximum out-of-pocket limit.
10. Maximum benefit amount.

## **How We Determine if a Service Is Covered**

We cover services when we find them to be medically necessary and medically appropriate for diagnosing or treating Illnesses and Injuries. You must prove to our satisfaction that the services you receive fulfill these criteria.

Whenever we have questions about whether claims meet these criteria, we rely on objective, contemporaneous, clearly documented medical records and the advice of our medical consultants. To provide the information we need to determine whether services meet our criteria for coverage, medical records should meet the documentation standards of the relevant medical and/or professional organization. If we are unable to establish the medical necessity and medical appropriateness from the medical documentation we receive, we will not authorize or reimburse for the services.

Some providers charge for copying and/or submitting medical records and documentation. We do not pay or reimburse any fees charged for providing information, so you must pay any costs incurred.

We have the right to require that you be examined by a health care professional of our choice whenever it is necessary to evaluate a claim. When we do so, we pay the cost.

We evaluate claims by three tests. A claim must pass each test to qualify for reimbursement.

### **1. We determine whether there is an Illness or Injury.**

We cover only services to diagnose or treat Illnesses or Injuries, except for the specified routine services listed throughout Section 6 and those preventive services that we are required by law to cover.

When we use the term Illness, we mean a physical or mental disease or ailment that affects general soundness and healthfulness significantly and seriously and that undermines or diminishes health, vigor, or capability.

When we use the term Injury, we mean an occurrence or event that hurts, damages, or wounds the body to the extent that it impairs the soundness of health or bodily functions.

### **2. Then, we determine whether the service is medically necessary.**

A diagnostic service is medically necessary if we find it meets **all** of these conditions:

- It is responsive to symptoms actually experienced or other manifest indications of Illness or Injury.
- It is likely to yield additional information that is useful for healing, curing, or planning medical treatment.
- It is not redundant when performed with other procedures that have been or are performed.

Equipment, facilities, and supplies are medically necessary if they are required for the safe and effective delivery of covered health care services. Any exceptions to this criterion are specifically listed in Section 6.

Other health care services are medically necessary if they are **required** to accomplish one of the following:

- Heal, cure, or alleviate either the symptoms or the underlying cause of an Illness or Injury.
- Promptly rehabilitate a functional deficit or impairment caused by an Illness or Injury.
- Promptly restore a specific bodily function or condition to its status prior to an Illness or Injury.
- Significantly improve the functioning of a malformed body part.

Services that are redundant when performed with other procedures that have been or are performed will not be considered medically necessary.

**Note:** Many beneficial health care services are recommended by Physicians but are not medically necessary as we use the term.

Medically necessary services exclude services performed in the absence of a diagnosed Illness or Injury and, thus, are not covered by this Certificate. There is an exception: We cover those preventive services required by law or as explicitly listed in the “Maternity and Newborn Benefits,” “Reproductive Health Benefits,” and “Routine Physical and Preventive Care Benefits” provisions in Section 6. This Certificate does not cover other preventive services or treatments.

Medically necessary services also exclude treatments aimed at the development or acquisition of a functional ability that has not previously been achieved and, thus, are not covered by this Certificate. The exception to this is the limited benefit for habilitative therapy services explicitly described in Section 6 under “Physical, Speech, and Occupational Therapy.”

### **3. Finally, we determine whether the service is medically appropriate.**

A service is medically appropriate if we find it to be both a safe and an effective response to the medical circumstances as described below. We base our decisions about safety and effectiveness on contemporary medical consensus, which is also described below.

Contemporary medical consensus is demonstrated by general agreement among a significant portion of the medical community that specializes in the relevant field. In determining contemporary medical consensus, we consider one or more of the following:

- Peer-reviewed scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff.

- Peer-reviewed medical literature, including literature relating to therapies reviewed and approved by a qualified institutional review board, biomedical compendia and other medical literature that meet the criteria of the National Institutes of Health's Library of Medicine for indexing in Index Medicus, Excerpta Medicus (EMBASE), Medline and MEDLARS database Health Services Technology Assessment Research (HSTAR).
- Medical journals recognized by the Secretary of Health and Human Services under the Social Security Act.
- These standard reference compendia: The American Hospital Formulary Service-Drug Information, The ADA/PDR Guide to Dental Therapeutics, current edition, and The United States Pharmacopoeia—National Formulary.
- Findings, studies, or research conducted by, or under the auspices of, federal governmental agencies and nationally recognized federal research institutes.
- Any national board recognized by the National Institutes of Health for the purpose of evaluating the medical value of health care services.

Contemporary medical consensus is **not** demonstrated by sources such as the following:

- Results of studies sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer.
- Anecdotal evidence of patients or Physicians.
- Studies published in other than peer-reviewed resources such as those listed above.
- Internet articles that do not have their foundation in one of the sources listed above.

A service is safe if we find that it meets both of these conditions:

- Contemporary medical consensus considers the risk of negative health effects acceptable in the patient's specific medical circumstances.
- Qualified providers perform the services. Qualifications include such education, training, state licensure, and professional certification as is legally required or recommended by credible professional societies.

Qualified providers include those who are specified in this Certificate, those whose services we are required by law to cover, and others whom we determine, in our sole discretion, to be qualified to provide reimbursable services.

A service is effective if we find that it meets both of these conditions:

- Contemporary medical consensus predicts the service will diagnose or correct the patient's Illness or Injury in either whole or significant measure. For example, services that have not been demonstrated in randomized clinical trials to have long-term efficacy or services we deem to be marginally effective will not be considered medically appropriate.
- Contemporary medical consensus considers the service, method of delivery, duration, frequency, and intensity of the service to be responsive to and commensurate with the patient's diagnosis, symptoms, and specific medical circumstances. For example, services that we deem inconsistent with current medical standards of practice for the patient's specific condition will not be considered medically appropriate.

We consider medical devices, drugs, and biologicals safe if they have been accepted for marketing by the FDA and they are being used in accordance with the specifications in the FDA-approved label. However, FDA approval does not guarantee we will find the device, drug, or service to be effective.

We consider a treatment of unproven safety and effectiveness to be an Experimental/Investigative service if it is the subject of an ongoing clinical trial that meets the definition of a phase I, II, or III clinical trial set forth in the FDA regulations, regardless of whether the trial is subject to FDA oversight. See Section 2 for our criteria defining Experimental/Investigative services.

Our medical review unit will determine if the service in question is an Experimental/Investigative service.

**Note:** Medically appropriate services exclude all treatments of unproven safety and effectiveness, even when no other responsive medical alternatives exist.

## **Factors that Affect the Reimbursement Amount**

### **Your Choice of Health Care Provider (Network or Non-network Providers)**

Your choice of health care provider determines how much we will reimburse for covered services and, consequently, how much you must pay for your health care. Specifically, deductible, coinsurance, copayment, and maximum out-of-pocket amounts vary depending on whether you choose to receive your health care services from a Network or non-network provider.

When you use a Network provider, we will pay the amount we have contracted to pay for each covered service, subject to applicable deductible, coinsurance, and copayment amounts, and our cost-effectiveness criteria. When you use a non-network provider and the provider's charge exceeds the amount we pay for the most cost-effective service, you are responsible for the remainder of the amount charged, as well as applicable deductible, coinsurance, and copayment amounts.

When we use the term provider, we mean the following:

- Physicians and other qualified providers.
- Hospitals, clinics, skilled nursing facilities, and other health care facilities.
- Other providers of medical services, equipment, and supplies.

The term **Network provider** refers to any provider in the Network listed on your health insurance identification card. The term **non-network provider** refers to all other providers.

### **Provider Directory**

You can access our provider directory online at [weatrust.com](http://weatrust.com) or request a paper copy by calling our customer service department. The directory contains a listing of the Physicians, clinics, Hospitals, durable medical equipment providers, and transplantation centers in the Network that services your plan.

Provider information changes constantly. Therefore, if using a Network provider is an important part of your health care decision, visit our website, [weatrust.com](http://weatrust.com), to view our most current provider information or call us toll-free at (800) 279-4000 to confirm Network membership before you receive care.

### **You Will Save Money When You Use Network Providers**

You receive the most reimbursement your health plan provides only when you obtain covered services from Network providers. The amount you must pay out-of-pocket for your health care will be significantly more when you receive services from non-network providers.

Out-of-pocket expenses may include deductible, coinsurance, and copayment amounts, as well as reimbursement reductions based on the reimbursement rules described in this Certificate. The deductible, coinsurance, and copayment amounts that apply to Network and non-network provider services are specified on your Benefit Summary.

We will apply the Network deductibles, coinsurance, copayments, and maximum out-of-pocket limits shown on your Benefit Summary to covered services that you receive from this plan's Network providers. We will apply the non-network deductibles, coinsurance, copayments, and maximum out-of-pocket limits shown on your Benefit Summary to covered services that you receive from non-network providers.

### **Reimbursement for Emergency Services from Non-Network Providers**

We recognize that there may be times when you need medical emergency services and it is not reasonably possible for you to reach a Network provider. If you receive such medical emergency services from a non-network provider, or are admitted to a non-network Hospital under these circumstances, we will reimburse for covered services at the deductible, coinsurance, and copayment amounts that apply to Network providers. Our reimbursement will be subject to our maximum allowable fee and all Certificate provisions, including Hospital admission notification and preauthorization requirements, if applicable. Read about "Emergency Services By Non-

Network Providers” below, “Emergency Services” in Section 6 and “Hospital Notification Requirements” in Section 7.

### **Reimbursement for Urgent Care from Non-Network Providers**

We realize that there may be times when you need urgent care outside of your provider’s normal office hours. Or, on occasion you may need urgent care when it is not possible for you to reach a Network provider. If you receive such urgent care services under these circumstances, we will reimburse for covered services at the deductible and coinsurance amounts that apply to Network providers. Our reimbursement will be subject to your copayment requirements, our maximum allowable fee, and all Certificate provisions. Read about “Urgent Care” services in Section 6.

### **Identification Card**

After you enroll, you will receive an insurance identification card. You must present this card each time you receive services from any provider. You may also use this card to obtain covered prescription drugs at any participating pharmacy. You may get the names of participating pharmacies in your area by visiting our website or by calling us.

### **Maximum Allowable Fee**

We reimburse charges in accordance with our maximum allowable fee schedule. If a charge for a service or group of services exceeds this amount, we will reimburse less than the billed charge. You are responsible for any amount that exceeds our maximum allowable fee, and that excess amount does not apply to your deductible or maximum out-of-pocket limit.

**Network Provider**—For Network providers, our maximum allowable fee is the lesser of the following:

- The fee we have contracted to pay your Network providers for the most cost-effective covered service.
- The fee charged by the provider.

To determine if your provider is in the Network, please visit our website, [weatrust.com](http://weatrust.com), and click on the online provider directory. You can also contact our customer service department at (800) 279-4000.

**Non-Network Providers**—Unless the non-network provider’s billed charge is less than any of the following maximum allowable reimbursement amounts, our reimbursement will be less than the provider’s billed charge. You are responsible for any amount that exceeds our maximum allowable fee and that excess amount does not apply to your maximum out-of-pocket limit.

The maximum allowable fee for emergency services and for services for which we have contracted with specialty Network providers is described later in this section. For all other services, the first of the following options that applies to the provider from whom you seek care will determine our reimbursement:

1. The fee that we have negotiated with the provider who is billing you for this service.



2. The fee that entities we are affiliated with have negotiated with the provider who is billing you for this service.
3. A percentage, determined by us, of the amount that Medicare would allow to the facility or provider, or an equivalent of what Medicare would allow based on the use of Medicare data and independent relative value unit or other industry data, for the goods and services reported on the claim, established utilizing the most currently available Medicare, provider-specific or facility-specific reimbursement schedules and methodologies. Please see your Benefit Summary for the percentage of the Medicare-allowable fee we currently use.
4. A percentage, determined by us, of the fee we have contracted to pay Network providers. Please see your Benefit Summary for the percentage of the contracted Network provider fee we currently use.
5. For providers of residential mental health or substance abuse treatment in the state of Wisconsin, the daily rate will be the fee paid to residential care centers as determined by the State of Wisconsin Department of Children and Families.
6. For providers of residential mental health or substance abuse treatment outside of Wisconsin, the daily rate will be the lowest fee payable to residential care centers as determined by the State of Wisconsin Department of Children and Families.

**Emergency Services by Non-Network Providers**—The maximum allowable fee for emergency care services from a non-network provider will be the greatest of the following:

1. The amount negotiated with Network Providers for the emergency service furnished.
2. The amount for the emergency service calculated using the same method we generally use to determine payments for non-network services but substituting the Network cost-sharing provisions for the non-network cost-sharing provisions.
3. The amount that would be paid under Medicare for the emergency service.

**Services by Specialty Network Providers**—You may receive services from any qualified provider. However, we have contracted with providers in specialty Networks because of their outcomes and survival rates, credentialing and experience of staff, volume of procedures performed for each service, or overall cost-effectiveness.

If the covered service is one for which we have contracted with a specialty Network, as described in the preceding paragraph, our reimbursement limit is the contracted amount. Therefore, if you choose to receive the service from our specialty Network, we reimburse the full cost of the service, less applicable deductible, coinsurance, and copayment amounts that apply to our specialty Network. If you choose to receive the service from another provider, you will be responsible for the difference between that provider's charge and our contracted amount, in addition to applicable deductible, coinsurance, and

copayment amounts, charges that do not comply with industry-accepted coding and billing standards, and the Certificate's reimbursement rules.

If you have questions about how we determine our maximum allowable fee, or if you would like to know whether your health care provider's charge will be within our maximum allowable fee, call our customer service department. When you call, we will need this information to answer your question:

- The procedure or billing code for the service or services that will be performed. Your Physician can provide this to you.
- The estimated charges for the procedure or billing code.
- Your Physician's name and zip code.
- The approximate date you will receive the service.

### **Coding and Billing Standards**

We rely on medical documentation to determine if procedure or billing codes for services reported and billed by a health care provider are appropriate. If the documentation indicates another code is more appropriate, we have the right to base our reimbursement on the service(s) supported by the documentation. We also have the right to deny charges for services that are billed inconsistently with industry-accepted coding standards.

### **Reimbursement Limit on Services That Require Preauthorization**

It is important that you obtain our advance approval before receiving any of the services that require preauthorization. Services that require preauthorization are listed on our website, [weatrust.com](http://weatrust.com). If you do not receive our advance authorization of expenditures for these services, we have no obligation to reimburse you.

### **Cost Effectiveness Limit**

When more than one viable alternative service or treatment protocol is available for diagnosis or treatment, we evaluate the predicted health benefits, risks, and costs of services that are comparable in safety and effectiveness for your medical circumstances. When we deem benefit/risk relationships to be comparable, you may choose the treatment you wish, but we reimburse no more than the maximum allowable fee for the most cost-effective service. The most cost-effective alternative is one that meets **both** of these conditions:

- The service is the least costly of alternative services that are comparably equivalent in safety and effectiveness for your medical condition.
- The service is received in the least costly setting required for safe delivery of those services. Examples: An inpatient Hospital stay is cost-effective only if you cannot be safely treated as an outpatient. Use of an ambulatory (outpatient) surgical center is cost-effective only if the surgery cannot be safely performed in a Physician's office or clinic setting.

If we find that a more costly service is reasonably expected to produce a more beneficial outcome, we may determine it to be the cost-effective alternative because the predicted improved outcome justifies additional expenditure.

## **Deductibles**

Reimbursements for covered services are subject to a deductible. The deductible is the amount that you must pay in a Benefit Period for covered services before we will reimburse you for any covered costs you incur during the remainder of that Benefit Period. The deductible must be satisfied in each Benefit Period. When you enroll in this conversion plan, no credit will be given towards the satisfaction of this plan's deductible for any portion of the deductible that you have already satisfied under your prior coverage. Deductible amounts you must pay out-of-pocket are generally less for Network providers than for non-network providers. Any amounts you pay for charges in excess of our maximum allowable fees do not count toward your deductible.

**Note:** The amounts we apply to your non-network deductible are not transferable, and do not apply to your Network deductible. You must meet each deductible separately, if you seek services from both Network and non-network providers.

**Individual and Family Deductible**—Once an individual satisfies the individual deductible, no further deductible applies to him or her for the remainder of that Benefit Period. If you have family coverage, amounts applied to the individual deductible for each covered family member are also applied to the family deductible. Once the family deductible is met, no further deductible applies to any family member for the remainder of that Benefit Period. The individual and the family deductible amounts, for both Network and non-network services, are specified on your Benefit Summary.

## **Coinsurance**

Reimbursement for covered services may be subject to a coinsurance payment. This means we pay only a specific percentage of the maximum allowable fee for covered services, and you are responsible for paying the remainder. Coinsurance amounts you must pay out-of-pocket are generally less for Network providers than for non-network providers. Your Benefit Summary specifies the coinsurance percentages you must pay, for both Network and non-network services, and the services to which they apply.

## **Copayments**

Reimbursement for covered services may be subject to a copayment. A copayment is a fixed amount you must pay out-of-pocket each time you receive certain services. For example, Physician office visits, urgent care visits, emergency room visits, and the prescription drug benefit of this Certificate may be subject to copayments. Copayments do not apply to all services and the amount may vary for different services. Copayments you must pay out-of-pocket are generally less for Network providers than for non-network providers. Your Benefit Summary specifies copayments you must pay, for both Network and non-network services, and the services to which they apply.

## Maximum Out-of-Pocket Limit

The maximum out-of-pocket limit is the most that you must pay for deductible, coinsurance, and copayment amounts during any Benefit Period. Maximum out-of-pocket limits are higher for non-network providers than for Network providers.

**Note:** The amounts we apply to your non-network maximum out-of-pocket limit are not transferable, and do not apply to your Network maximum out-of-pocket limit. You must meet each maximum out-of-pocket limit separately, if you seek services from both Network and non-network providers.

Your Benefit Summary specifies which of the following apply toward your maximum out-of-pocket limit:

- Deductible.
- Coinsurance.
- Copayments.

The following **never** apply to the maximum out-of-pocket limit:

- Amounts you pay that exceed the maximum benefit amount specified on your Benefit Summary.
- Amounts you pay for non-covered services.
- Amounts you pay for charges that exceed our maximum allowable fee.
- Amounts you pay that exceed our reimbursement limit on preauthorized services.
- Penalty amount for failure to obtain a required preauthorization.
- Penalty amount for failure to comply with our Hospital admission notification requirements.
- Amounts you pay for charges that do not comply with the Certificate's reimbursement rules.

**Individual Maximum Out-of-Pocket Limit**—The individual maximum out-of-pocket limit applies to each covered individual. Once an individual meets the individual limit, we reimburse 100% of the maximum allowable fee for covered services for that individual during the remainder of that Benefit Period, except for amounts that do not apply to the maximum out-of-pocket limit.

**Family Maximum Out-of-Pocket Limit**—If you have family coverage, out-of-pocket amounts applied to the individual limit for each covered family member are also applied toward the family maximum out-of-pocket limit. Once the family limit is met, we reimburse 100% of the maximum allowable fee for covered services incurred by any covered family member during the remainder of that Benefit Period, except for amounts that do not apply to the maximum

out-of-pocket limit.

Your Benefit Summary specifies the amounts of individual and family maximum out-of-pocket limits that apply to your coverage, for both Network and non-network providers, and the out-of-pocket costs that apply toward those limits.

### **Maximum Benefit Amount**

This amount, which is specified on your Benefit Summary, is the total amount this plan will reimburse for certain types of treatment or services for each covered individual during the “Benefit Period” specified on the Benefit Summary. We encourage you to check your Benefit Summary so you know which services are subject to the maximum benefit amount and the maximum benefit amount we will pay for these covered services.

### **Certificate Changes**

If any Certificate provision is changed while your coverage is in force, the change applies only to covered services that are received after the effective date of the change.

### **Noncompliance With Certificate Requirements**

Our waiver of any requirement of this Certificate will not constitute a continuing waiver of such requirement. Our failure to insist on compliance with any Certificate provision will not operate as a waiver or amendment of that provision.

# Section 5

## General Exclusions

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All benefits are subject to the general exclusions listed in this section. Other exclusions appear in Section 6 under the specific benefit to which they apply. Limitations that affect reimbursement for covered services are discussed under “Factors that Affect the Reimbursement Amount” in Section 4.

We do not reimburse expenses for, or in connection with, the following:

- Legal services.
- Missed appointments.
- Copying and providing medical or any other type of information in support of a claim.
- Travel and lodging.
- Experimental/Investigative treatments and services.
- Services rendered by a massage therapist.
- Weight control, weight loss, or the treatment of obesity, including but not limited to prescriptions, programs, and surgeries.

**Note:** While we never reimburse for weight control, weight loss, or the treatment of obesity, we reimburse the following services, as required by law: Comprehensive, intensive nutritional counseling by qualified providers for obese adults and adults at higher risk for diet-related chronic disease, and comprehensive, intensive nutritional counseling and behavioral interventions for obese children.

- Replacement of prescription drugs or medications, orthotics, prosthetics, or equipment that are lost, stolen, damaged, misplaced, missing, or otherwise compromised.
- Vocational rehabilitation, including work-hardening programs.
- Augmentative and/or alternative communicative devices and systems.
- Bariatric surgery, gastric restrictive or bypass procedures, or similar surgeries.
- Routine foot care except in cases where such foot care may pose a hazard for a patient with a recognized medical diagnosis, such as diabetes, peripheral neuropathies (as determined by us), arteriosclerosis, or chronic thrombophlebitis. Routine foot care includes, but is not limited to, the treatment of corns, calluses, plantar keratosis, and nail trimming.

- Tobacco cessation aids, except for specified prescription and over-the-counter aids as described in Section 6, “Tobacco Cessation Benefits.”
- Enuresis alarms.
- Appliances for snoring.
- Private duty nursing services.
- Gene therapies, treatments, or enhancements.

**Note:** While we never reimburse for gene therapies, treatments, or enhancements, we reimburse for genetic testing and/or genetic counseling as specifically provided under “Maternity and Newborn Benefits” in Section 6.

- Office visits, Physician charges, or any other service for, or in connection with, a procedure or service that this Certificate does not cover, even if the individual was not covered under this health plan when the noncovered procedure or service was performed. This includes, but is not limited to, follow-up Physician and/or Surgeon visits, diagnostic tests necessary only or primarily because of the noncovered procedure, services to treat or resolve complications resulting from the noncovered procedure or service, services to repair a failed procedure or service, services to repair scarring from services or surgery that this Certificate does not cover, and home health care required as a result of a noncovered procedure or service. This exclusion applies except where reimbursement is otherwise required by law.
- Equipment or services to prevent Injury or to facilitate participation in physical activity or sports.
- Services to prevent Illness, except for those expressly listed in Section 6 or that we are required by law to cover.
- Immunizations obtained solely for the purpose of traveling outside of the United States.
- Services or items for physical fitness, wellness, health education, vitamins, or personal hygiene.
- Nutritional or diet supplements, except for those that we are required by law to cover.
- Services to educate or help adapt to a diagnosis or a chronic physical or mental condition. Examples are stress management classes and education and awareness training for those suffering from chronic pain.
- Services to improve an existing physical or mental state in the absence of an Illness or Injury.
- Services to treat impotence and erectile dysfunction.

- Services to improve appearance. Examples are hair restoration, services to improve skin appearance, cosmetic surgery, and services to remove keloids or repair scarring or disfigurement resulting from body piercing, tattooing, implants, or other services or procedures that are not medically necessary or medically appropriate and/or were not performed by a licensed medical professional.

Cosmetic surgery is elective surgery performed primarily to improve appearance. The procedure would provide little or no accompanying meaningful improvement in the functioning of a malformed body part or restoration of a bodily function.

- Services, drugs, and injections for male or female baldness or hair loss regardless of the cause, including hair restoration, hair transplants or hair implants.
- Services or supplies provided primarily for the convenience or personal preference of the patient, the Physician, the patient's family, or any other person.
- Custodial or long term care. By this, we mean services that can generally be provided by persons without professional medical training or skills and that are primarily for one or more of the following purposes:
  - Maintaining an individual's existing physical or mental condition of health.
  - Preserving an individual's condition from further decline.
  - Assisting an individual in performing the activities of daily living, such as bathing, eating, dressing, toileting, and transferring.
  - Protecting an individual from threats to health and safety due to cognitive impairment.
  - Meeting an individual's personal needs.

We consider such services to be custodial even if provided by registered nurses, licensed practical nurses, or other trained medical personnel.

- Services that continue after the patient reaches the expected state of improvement, resolution, or stabilization of a health condition.
- Holistic or homeopathic remedies and preparations.
- Services or interventions that, while they may be beneficial, have not been scientifically documented as safe and effective for a specific Illness or Injury. Examples include, but are not limited to, acupuncture, acupressure, guided imagery, meditation, Rolfing, reflexology, yoga, hypnosis, aromatherapy, relaxation techniques, herbal medicine, naturopathy, iridology, Ayurvedic medicine, and massage.
- Medical services that have not been proven in randomized clinical trials and recognized by contemporary medical consensus as being both safe and effective.



- Services or items furnished free of charge or for which you are not legally obligated to pay in the absence of insurance.
- Services that a child's school is legally obligated to provide, whether or not the school actually provides them and whether or not you choose to use those services.
- Services or items furnished or paid for by a governmental entity, facility, or program other than Medicaid, unless we are required to do so by specific law.
- Services or items required by a third party. Examples are services required for insurance, employment, or special licensing purposes.
- Court-ordered treatment unless it meets our criteria for medical necessity, medical appropriateness, and cost-effectiveness, or is otherwise covered under the Certificate.
- Costs incurred while you are not covered by this Certificate.
- Care for a medical condition that arises from, or originates during, service in the armed forces.
- Non-emergency services you receive outside of the United States.
- Care for a medical condition resulting from participation in a crime.
- Services provided to you by a covered member of your family.
- Services eligible for worker's compensation benefits, or benefits from any other payment program established by similar law, whether or not you apply for or receive them. This includes amounts received when a claim under worker's compensation or similar law is settled by stipulation or compromise.

# Section 6

## Specific Benefit Provisions

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This section provides additional details about how the “General Provisions That Apply to All Benefits” of this Certificate (Section 4) apply to specific health care services. It also describes special provisions that apply to these benefits. Any service that is covered under this section is also covered when provided in connection with a clinical trial if required by state or federal law.

Remember that we cover some health care services only if you receive our authorization in advance of purchasing the service. See our website, [weatrust.com](http://weatrust.com), for a list of services that require preauthorization.

Also see your Benefit Summary for the coinsurance, copayment amounts, and maximum benefit limits that apply to certain health care services.

**Reminder:** The “Definitions” (Section 2), “General Provisions That Apply to All Benefits” (Section 4), and the “General Exclusions” (Section 5) also govern the actual benefits in every case. Reimbursement for covered services is subject to the “Factors That Affect the Reimbursement Amount,” also in Section 4.

### Advanced Imaging

Advanced imaging is provided in a Hospital or a free-standing facility, and consists of tests performed using magnetic resonance imaging (MRI), computerized axial tomography (CT) scans or positron emission tomography (PET) scans. We reimburse for services by qualified providers, but only if the services are medically necessary and medically appropriate to diagnose Illnesses or Injuries.

### Allergy Treatment

We reimburse for only those allergy tests and treatments that contemporary medical consensus considers safe and effective. We do not cover unproven or unconventional services even when prescribed by a Physician. In determining whether allergy services are covered, we rely on the standards of the American Academy of Allergy, Asthma, and Immunology (AAAAI). Thus, we cover only services that meet AAAAI’s standards. We encourage you to share this information with your Physician when you decide on a treatment plan. If you wish, you may submit a written plan to us and we will let you know whether we will cover the proposed treatment.

### Covered Services

These are examples of services we cover if they are performed according to the standards of the AAAAI:

- Initial diagnostic evaluation. This includes the initial history, physical examination, relevant laboratory services, and the following diagnostic tests to determine the cause of an allergy:

1. Scratch tests or specific intradermal tests, if warranted by the patient's history and physical examination.
  2. Specific laboratory tests to determine respiratory function and blood levels of the immune system.
  3. In vitro (via a blood sample) allergy tests if skin testing is not conclusive, if the patient has a condition that precludes the use of scratch testing or intradermal tests, or if these tests are used in lieu of scratch or intradermal testing.
- Injections of antigens (immunotherapy) to build up immunities, if warranted by the diagnosis.

### **Services Not Covered**

We do not cover testing or treatment that the AAAAI considers unproven or unconventional. These are examples of such services:

- Sublingual antigen drops, a technique in which antigens are administered sublingually (under the tongue) to provoke or treat allergic reactions.
- Provocative and neutralization testing and treatment, which involves placing allergy-producing substances under either the skin or the tongue and then "neutralizing" the symptoms with a weaker solution of the same substance.
- Repeated intradermal testing. Repeated testing is not covered unless information is provided that substantiates the need for continued intradermal testing according to AAAAI guidelines.
- Skin-test end-point titration for evaluating the effectiveness of immunotherapy.
- Food allergy desensitization therapy. Although testing for food allergies is covered under the Certificate if it is warranted by the history and physical examination, food allergy therapy is not. The AAAAI maintains that the only proven therapy in treating food allergies is the strict elimination of the offending food.

### **Ambulance Services**

We reimburse for licensed ambulance transport if your condition requires rapid transport and the attendance of skilled medical professionals. You will be responsible for any deductible, coinsurance, and copayment amounts that apply to ambulance services for Network providers. We will pay 100% of the remaining charges.

### **Covered Services**

We cover these services:

- Licensed ground ambulance transportation to the nearest facility equipped to handle your Illness or Injury.

- Licensed air ambulance transportation to the nearest facility equipped to handle your Illness or Injury, but only if such swift transport is essential for your safe and effective treatment.
- Licensed ambulance transport between medical facilities, but only if you cannot be treated safely and effectively in the facility where you are confined and your condition requires the attendance of medical professionals during transport. In this case, reimbursement is limited to the cost of transportation to the nearest facility equipped to treat your medical condition.

We never cover ambulance transport that is primarily for the convenience of a patient, a family member, or a provider of services.

## **Autism Spectrum Disorder Treatment**

We reimburse for evidence-based Intensive-Level and Nonintensive-Level services that qualify for coverage under state law, when you have a primary, verified diagnosis of an autism spectrum disorder. An autism spectrum disorder includes autism, Asperger’s syndrome, and pervasive developmental disorder, not otherwise specified. For information about benefits for diagnostic testing for autism spectrum disorder, please see “Outpatient Treatment” under the “Mental Health and Substance Abuse Benefits” provision in this section of the Certificate.

We may require that you obtain a second opinion, at our expense, to confirm a diagnosis of autism spectrum disorder. If we require a second opinion, the provider will be one that is mutually agreeable to you and to us.

We cover Intensive-Level and Nonintensive-Level services prescribed by a Physician and provided by someone who is qualified, as defined by state law. For the majority of the services provided, the child’s parent or legal guardian must be present and engaged in the intervention. Progress must be assessed and documented throughout the course of treatment. We may periodically request and review the treatment plan and summary of progress.

## **Covered Services**

### **Intensive-Level Services**

Intensive-Level services mean evidence-based behavioral therapies that help a child with autism spectrum disorder overcome the cognitive, social, and behavioral deficits associated with the disorder. Intensive-Level services may be provided for up to 35 hours per week, but must be provided on average for at least 20 hours per week, over a six-month period of time.

We reimburse for Intensive-Level services, for up to four, consecutive, cumulative years. This four-year period includes any time your child received Intensive-Level services prior to the effective date of coverage under this plan. Services must begin between the ages of two and nine.

If your child requires and qualifies for Intensive-Level services but is unable to receive them for an extended period of time, you or your authorized representative must promptly notify us. If you do not, your child may no longer qualify for Intensive-Level services. We will not deny reimbursement for covered Intensive-Level services **if**:

- You timely provide a reasonable explanation that we find acceptable; or,
- You send us documentation that your child was waiting for Wisconsin Medicaid Waiver program services.

### **Nonintensive-Level Services**

Nonintensive-Level services are evidence-based therapies designed to sustain and maximize gains made during Intensive-Level services. For a child who has not and will not receive Intensive-Level services, Nonintensive-Level services mean evidence-based therapies that will improve the child's condition.

### **Transition from Intensive- to Nonintensive-Level Services**

Our reimbursement for Intensive-Level services will end on the earliest of the following dates:

- The date your child receives four consecutive, cumulative years of Intensive-Level services.
- The date your child no longer requires Intensive-Level services as supported by documentation from a provider.
- The date your child no longer receives evidence-based behavioral therapy for at least 20 hours per week, on average, over a six-month period of time and you fail to promptly notify us, or the reason for this interruption is not acceptable to us.

We will send you a written notice to explain why your child no longer qualifies for reimbursement for Intensive-Level services.

If your child is no longer eligible for reimbursement for Intensive-Level services, your child may qualify for Nonintensive-Level services. Once your child begins receiving Nonintensive-Level services, your child can never receive reimbursement for Intensive-Level services.

### **Services Not Covered**

These are examples of services that are not covered:

- Acupuncture.
- Animal-based therapy including hippotherapy (horseback riding).
- Any services that do not qualify for reimbursement under the law.
- Auditory integration training.
- Chelation therapy.
- Child care fees.

- Cost for the facility or location or for the use of a facility or location when treatment, therapy, or services are provided outside an insured's home.
- Cranial sacral therapy.
- Custodial or respite care.
- Hyperbaric oxygen therapy.
- Services which duplicate those provided by a school.
- Special diets or supplements.
- Therapy, treatment, or services for someone residing in a residential treatment center, inpatient treatment, or day treatment facility.
- Treatment rendered by parents or legal guardians who are otherwise qualified providers, supervising providers, therapists, professionals, or paraprofessionals for treatment rendered to their own children.

## **Chiropractic Treatment**

In accordance with state law, we reimburse for chiropractic services on the same terms as medical services. Accordingly, we cover only chiropractic treatment that is reasonably expected to cure or alleviate your Illness or Injury or to restore a functional ability to its status prior to Illness or Injury. Treatment ceases to be covered when you have recovered from the acute stage of an Illness or Injury and further meaningful progress is expected to be minimal or difficult to measure. We decide whether further progress can be reasonably expected. When we make this decision, we consider your diagnosis, prognosis, medical and chiropractic records, progress notes related to prior treatment, contemporary medical consensus, and the advice of our chiropractic consultants. If you wish, you may submit your proposed treatment plan to us for preauthorization.

## **Covered Services**

We cover only chiropractic treatment, X rays, and diagnostic services that meet all of these conditions:

- A Doctor of Chiropractic renders the services within the scope of his or her license.
- The need for services results from Illness or Injury.
- The International Chiropractic Association (ICA) and the American Chiropractic Association (ACA) consider the services to be an appropriate and effective response to the diagnosis or symptoms, or the therapy or procedure is taught in the core curriculum of the majority of accredited chiropractic colleges.
- The services are expected to promptly and significantly heal or cure an acute health condition or an acute exacerbation of a chronic health condition and normalize body function.

## Services Not Covered

We do not cover any chiropractic service that does not meet all of the conditions listed above. For example, none of the following is covered:

- Services that continue after you have recovered from the acute stage of your Illness or Injury and further meaningful progress will be minimal or difficult to measure.
- Services to treat a chronic condition or any condition if there is no reasonable expectation of prompt and significant improvement.
- Services that continue after you reach your expected state of improvement, resolution, or stabilization of a health condition.
- Services intended to prevent a relapse, reversal, or exacerbation of a health condition.
- Services provided on a routine or scheduled basis in the absence of functional impairment, even if intended to maintain optimal functioning.
- Supplies, or counseling in connection with any supplies, such as vitamins, herbs, nutritional supplements, cervical pillows, shoe or heel lifts, and lumbar rolls.

**Note:** While we never reimburse for supplies, or counseling in connection with any supplies, we reimburse for certain, limited nutritional or diet supplements that we are required by law to cover.

- Orthotic devices unless custom made and prescribed by a Physician.

## Congenital Heart Disease Surgery

Congenital heart disease (CHD) surgical procedures include, but are not limited to, surgeries to treat congenital conditions such as coarctation of the aorta, aortic stenosis, tetralogy of fallot, transposition of the great vessels, and hypoplastic left or right heart syndrome. Surgery may be performed as open or closed surgical procedures or may be performed through interventional cardiac catheterization.

## Convenient Care Clinic Services

We reimburse for services provided at Convenient Care Clinics if they are medically necessary and medically appropriate to diagnose or treat Illnesses or Injuries. There is an exception: We cover the specified routine services listed throughout Section 6, and those preventive services that we are required by law to cover, even when you have no symptoms of an Illness or Injury.

Convenient Care Clinics are low-cost clinics that have convenient hours and locations for members that need medical diagnosis or treatment of minor medical problems. Such clinics are frequently co-located with retail pharmacies or shopping centers. Typically, no appointments are necessary. The types of services frequently offered at such clinics include: diagnosis and treatment for upper respiratory infections, including ear and sinus infections, sore throats, bladder infections, minor burns, bug bites, and other skin irritations. In addition, some clinics

may offer immunizations. Some clinics may offer minor lab services, such as urinalysis, monospot, rapid strep tests, TB skin tests, and pregnancy tests.

Convenient Care Clinics are usually staffed by nurse practitioners or physician assistants and are not urgent care clinics or emergency rooms. If a member needs urgent or emergency care, the clinic staff will refer the member to the appropriate setting. Such clinics may sometimes be referred to as Fast Care, Quick Care, Express Care, or Take Care clinics. A list of Network Convenient Care Clinics can be found on our website, [weatrust.com](http://weatrust.com).

## **Dental Services**

### **Covered Services**

We cover only these dental services:

- The initial treatment required to repair and restore the functioning of sound, natural teeth that have been injured. The term injured, as used here, does not include dental conditions resulting from eating, biting, disease or decay. A sound, natural tooth is one that is organic, not manufactured. Therefore, bridges, implants, crowns, and dentures are not natural teeth. Any service for, or in connection with, their restoration and repair is not covered under this Certificate.
- Oral surgery performed by a Doctor of Dental Surgery (D.D.S.) or a Doctor of Medical Dentistry (D.M.D.) in connection with a service that is covered by this Certificate; for example, removal of impacted wisdom teeth.
- Hospital and ambulatory surgery center charges, including anesthesia charges, if you must receive dental care in one of these settings because you meet one of these two conditions:
  1. You are less than 5 years old.
  2. You have a chronic disability or medical condition that requires hospitalization or general anesthesia for dental care.

### **Services Not Covered**

We do not cover dental services other than those described above. For example, we do not cover:

- Subsequent treatment to an injured tooth after the initial treatment.
- Orthodontia, occlusal adjustment, or dental restorations unless required to repair and restore the functioning of a natural tooth that is injured.
- Replacement of crowns, bridges, partial or full dentures, or implants.
- Extraction or replacement of natural teeth required because of disease or decay.



- Implants or oral surgery for, or in connection with, implants unless needed to repair and restore the functioning of a sound, natural tooth that has been injured.
- Orthognathic surgery unless required for the correction of a handicapping skeletal malocclusion that causes significant functional impairment.
- Behavior modification therapy or symptomatic care such as nutritional counseling and home therapy programs.
- Any service that is directed at improving the appearance of a tooth and that does not meaningfully restore the function of an injured tooth or any tooth; for example, bleaching.

## **Diabetes Supplies and Equipment**

In addition to medical services, we reimburse for supplies and equipment essential for diabetes treatment. Information about our preauthorization criteria is provided under “Durable Medical Equipment and Supplies” below.

### **Covered Services**

Covered supplies and equipment for diabetes treatment include:

- Insulin and other prescription drugs and medications prescribed for the treatment of diabetes. These drugs and medications are subject to the provisions and reimbursement rules that apply to your other prescription drugs.
- Test strips, swabs and wipes, autolets or lancets, syringes, and hypodermic needles for administering insulin. You should purchase these supplies with your prescription drug card at a pharmacy that participates in our prescription drug program.
- Durable medical equipment such as insulin infusion pumps and non-invasive continuous glucose monitors. We cover the purchase of no more than one insulin infusion pump during a Benefit Period, and we may require you to use it for 30 days at our expense before we authorize its purchase.
- Diabetes self-management education programs.

### **Services Not Covered**

We do not cover travel, lodging, meals, or other incidental costs related to participation in a diabetic self-management program.

## **Durable Medical Equipment and Supplies**

Durable medical equipment, as we use the term, is equipment that is primarily and customarily used for a medical purpose in connection with an Illness, Injury, or disability. It is usually designed for long-term or repeated use, and not useful in the absence of Illness, Injury, or disability.

## **Information About Our Coverage Criteria for Durable Medical Equipment**

We base our coverage of expenditures for durable medical equipment on the medical necessity, medical appropriateness, and cost-effectiveness criteria described in Section 4, and on the additional cost-effectiveness criteria described below.

**Cost-effectiveness**—In comparing equipment alternatives, we consider whether distinct medical advantages justify greater cost or more frequent replacement. Thus, we do not cover added costs for equipment that has no advantage over a suitable alternative other than convenience or personal preference. We also do not cover repair or replacement of equipment damaged because of negligent use or abuse. We reserve the right to determine whether to rent or purchase.

## **Covered Equipment**

These are examples of items we may cover:

- Durable medical equipment for home use. Examples are morphine pumps, oxygen regulators, infusion pumps, and specialized feeding equipment.
- Prosthetic devices to replace a missing body part. Examples are artificial limbs, artificial eyes, and full cranial hair prostheses (wigs) in the case of sudden onset baldness that is the consequence of a covered disease, accident, or medical treatment and that is sufficiently extensive to significantly alter the patient's appearance.
- Durable mechanical equipment (which does not meet our definition of durable medical equipment) such as wheelchairs and Hospital beds.
- Functional repair of durable medical equipment.

## **Covered Supplies**

These are covered supplies:

- Orthopedic appliances. Examples are custom-made orthotics prescribed by a Physician, casts, splints, trusses, braces, and crutches for short-term or long-term use.
- Supplies necessary for the proper mechanical operation of equipment that we cover.
- Ostomy care items and catheter maintenance supplies.

## **Equipment and Supplies Not Covered**

These are examples of items that are not covered:

- Items that are useful in the absence of illness, injury, or disability. Examples are air conditioners, air cleaners and purifiers, humidifiers, whirlpools, dehumidifiers, shoe or heel lifts, lift chairs, stair lifts, van lifts, physical fitness items such as exercise cycles, and other similar items for an individual's comfort, personal hygiene, physical fitness, or convenience.

- Routine maintenance of equipment. This applies whether or not we have purchased the equipment.
- Repair or replacement of equipment damaged because of negligent use or abuse.
- Equipment or supplies to facilitate participation in physical activity or sports.
- Over-the-counter supplies other than those listed above or in the subsection under “Diabetes Supplies and Equipment” earlier in this section.

## Emergency Services

We recognize that if you need services as a result of a medical emergency, as defined below, there may be times when it is not reasonably possible for you to reach a Network provider for those services. Therefore, under such circumstances, we will reimburse for covered emergency services at the same deductible, coinsurance, and copayment amounts that apply to Network providers, even if received from a non-network provider or outside of the United States. Our reimbursement will be subject to our maximum allowable fee and all Certificate provisions, including our Hospital admission notification requirements. We will continue such reimbursement for covered emergency services until you are stabilized and able to be transported to a Network provider.

The copayment amount specified on your Benefit Summary for services received in an emergency room is waived if you are admitted as an inpatient for at least 24 hours as a result of the medical emergency.

**Remember:** If you are hospitalized overnight due to an emergency admission, you or a family member, Physician, or Hospital employee must notify us within 72 hours of being admitted or as soon as it is medically feasible for you to do so, whichever is later. If you don’t notify us as required, your reimbursement will be reduced by the amount listed on your Benefit Summary, and this penalty does not apply toward your maximum out-of-pocket limit.

We reimburse for the use of Hospital emergency facilities only if an emergency room setting is required for obtaining covered services and the facility used is a Hospital as that term is defined in Section 2. If you receive services that could have been delivered safely and effectively in a less costly setting, or if the services received are not covered services, then we do not reimburse the cost of the emergency room. When they are sufficient for the delivery of appropriate medical services, an outpatient clinic, a Physician’s office, or an urgent care center may be a cost-effective alternative to a Hospital emergency room. We will evaluate costs, medical circumstances, and those alternative facilities that are reasonably available to you when we determine whether Hospital emergency costs are covered.

Emergency care means services provided in an emergency facility for a bodily injury or sickness manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in any of the following:

- Placing the health of that individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy.
- Serious impairment of bodily functions.
- Serious dysfunction of any bodily organ or part.
- A significant change for the worse without immediate medical or surgical treatment.

Emergency care does not mean services for the convenience of the covered person or the provider of treatment or services.

These are examples of medical emergencies:

- Suspected heart attack.
- Loss of consciousness.
- Suspected or actual poisoning.
- Acute appendicitis.
- Convulsions.
- Heat exhaustion.
- Uncontrollable bleeding.
- Fractures.
- Other acute conditions that are of sufficient severity to warrant immediate medical care.

These are examples of conditions that are not medical emergencies:

- Ordinary sprains.
- Cuts that do not require stitches.
- Earaches.
- Colds.

## **E-visits**

We reimburse for covered e-visit services. An e-visit (online medical evaluation) is a real-time audio/visual interaction with a medical practitioner through a secured electronic channel designated specifically for the purpose of providing a medical evaluation. An e-visit is typically

member-initiated and used to address non-urgent, acute symptoms.

Information on our e-visit providers can be found on our website, [weatrust.com](http://weatrust.com).

## **Hearing Services**

### **Covered Services**

Covered hearing-related services are limited to:

- Diagnostic tests to establish or confirm a hearing loss and determine the cause.
- Treatment of hearing pathology caused by an Illness or Injury.
- Surgery to repair malformed or malfunctioning hearing-related structures.
- Cochlear implants.

Services we may cover include the initial evaluation by an audiologist and otolaryngologist, Physician and Hospital services, and auditory and speech therapy following implant surgery.

- Hearing aids for you or your covered dependents certified as deaf or hearing impaired by a Physician or licensed audiologist. A hearing aid is an instrument or device, including related parts, attachments, or accessories, that is worn externally and designed to aid or compensate for impaired hearing. For your dependent child under age 18, our reimbursement is limited to one hearing aid per ear in each three-year period. For adults, our reimbursement is limited to one hearing aid per ear per lifetime. We cover the examinations, tests, or services for prescribing or fitting a hearing aid or device covered under this Certificate.

### **Services Not Covered**

These are examples of services that are not covered:

- Batteries and cords.

## **Home Health Care**

We reimburse for medically necessary and medically appropriate home health care services based on a Physician-prescribed plan of care. While home health care benefits most often apply to part-time or intermittent medical care, we may cover more frequent services if they are a cost-effective alternative to other treatment arrangements.

### **Information About Our Coverage Criteria**

We base our coverage of home health care services on your medical needs and our cost-effectiveness standards. We cover expenditures only if **all** of the following apply:

- You are convalescing or rehabilitating from an Illness or Injury.
- Your condition during recovery requires skilled nursing or skilled rehabilitation care.

- Home health care is the most cost-effective means of providing that care.

Services that qualify as skilled nursing and skilled rehabilitation care are described later in Section 6 under “Skilled Nursing Services” and “Skilled Rehabilitation Services.”

Before we pay for services, we must receive and approve a written plan of care established by your Physician. In addition to the written plan, your Physician must certify both that:

- Your care would otherwise require confinement in a health care facility.
- The services you require are not available from members of your family or others living in your home without causing undue hardship.

After we approve the written plan of care, we have the right to determine and select the most cost-effective home health care providers to coordinate and/or deliver the services you need, and to negotiate and contract with them on your behalf. We select home health care providers from among the following: a licensed or Medicare-certified home health care agency, a certified rehabilitation agency, or a home health care agency that meets our standards.

## **Covered Services**

Covered services may include:

- Evaluation of the need for home health care and development of a home care plan by a registered nurse or medical social worker, when approved or requested by the attending Physician.
- Part-time or intermittent skilled nursing care provided by, or under the supervision of, a registered nurse who is other than the covered employee, covered dependents, or one who ordinarily resides in the patient’s home.
- Part-time or intermittent home health aide services provided under the supervision of a registered nurse or medical social worker, including assistance in the performance of normal activities of daily living when such assistance is incidental to medical services.
- Skilled rehabilitation services.
- Prescribed medical supplies, drugs and medications, and laboratory services.
- Home infusion services.
- Prescribed intravenous (parenteral) or feeding tube (enteral) nutritional support systems. We cover food substitutes used for enteral nutrition when they provide at least 60% of nutrition and the need is medically documented.
- Nutritional counseling provided or supervised by a certified or registered dietitian or nutritionist.

## **Services Not Covered**

These are examples of services that are not covered:

- Services provided by the covered employee, covered dependents, or others who ordinarily reside in the patient's home.
- Services that, after instruction and demonstrated competence, can be reasonably and safely performed by the patient or the patient's family. Examples include, but are not limited to, routine insulin injection, self-urinary catheterization, general range-of-motion exercises, wound care for noninfected postoperative or chronic medical conditions, and long-term feeding by gastrostomy or jejunostomy tube.

## **Hospice Care**

We reimburse for hospice care for terminally ill patients if the patient's condition would otherwise require confinement in a Hospital or a skilled nursing facility and hospice care is a cost-effective alternative. Hospice care includes services provided by a licensed public agency or private organization intended primarily to provide pain relief, symptom management, and medical support services to the terminally ill. Services may be rendered at hospice facilities or in the patient's place of residence.

## **Covered Services**

These are examples of hospice services we may cover:

- Room and board at a hospice facility, including services to alleviate physical symptoms.
- Physician and nursing care.
- Home health care services.
- Prescription and nonprescription medications provided by the hospice agency, organization, or facility.

## **Hospital Benefits**

We reimburse for the use of Hospital facilities, emergency or non-emergency, only if a Hospital setting is required for obtaining covered services and the facility used is a Hospital as that term is defined in Section 2. If you receive services that could have been delivered safely and effectively in a less costly setting, or if the services received are not covered services, then we do not reimburse the costs of the hospitalization. When they are sufficient for the delivery of appropriate medical services, a hospice, a skilled nursing facility, a skilled rehabilitation facility, a residential treatment facility, an outpatient surgery clinic, or a Physician's office may be a cost-effective alternative to a Hospital. We will evaluate costs, medical circumstances, and those alternative facilities that are reasonably available to you when we determine whether Hospital costs are covered.

We reimburse for covered services you receive from non-network providers at Network facilities; however, our reimbursement will be limited to the maximum allowable fee. You will be responsible for any applicable deductible, coinsurance, and copayment amounts. You will also be responsible for the difference between the non-network provider's charges and our maximum allowable fee.

## **Hospital Admission Notification Requirement**

To receive maximum reimbursement, you must satisfy our Hospital admission notification requirement when you are admitted due to an emergency or for childbirth.

If you are hospitalized due to an emergency, you must notify us within 72 hours of being admitted or as soon as it is medically feasible for you to do so, whichever is later. If you are hospitalized for childbirth, you must notify us within 72 hours of being admitted, unless you and your baby(ies) have been discharged within 72 hours of your admission. These notification requirements apply for other maternity-related emergency admissions as well, such as an admission for pre-term labor or other maternity complications when childbirth does not occur.

If you do not notify us within the time required, your reimbursement will be reduced by the amount specified on your Benefit Summary, and this penalty does not apply to your maximum out-of-pocket limit. See Section 7 for details regarding our Hospital admission notification requirements.

All other inpatient admissions, planned or elective, must satisfy our preauthorization requirements. Read about our preauthorization requirements and reimbursement limits that apply in Section 7.

## **Covered Services**

Covered Hospital services include:

- Room and board charges.
- Outpatient and inpatient services ordered by a Physician essential for diagnosis or treatment.
- The attending Physician's medically necessary services. We cover services by another Physician at the request of the attending Physician only if those services are medically necessary due to the complexity of the patient's condition.
- Physician-ordered diagnostic tests and services expected to reveal new information that is useful for diagnosis or treatment. Examples include X rays, laboratory services, EEG, EKG, CT scans, ultrasound, and MRI.
- Emergency room treatment only if necessary due to the sudden and unexpected onset of severe symptoms.
- Hospital or ambulatory surgery center charges, including anesthesia, for dental care, but only if you are less than 5 years old or if you have a chronic disability or medical condition that requires hospitalization or general anesthesia for dental care.



- Covered drugs and medications administered during your Hospital stay.

**Note:** Take-home drugs are not reimbursed as part of your Hospital stay even if the prescription is filled at the Hospital pharmacy. Claims for take-home medications must be submitted in accordance with “Claim for Prescription Drugs” in Section 8. To avoid significant out-of-pocket cost, have your prescription filled at a participating pharmacy. Most Hospital pharmacies are not participating pharmacies.

### **Services Not Covered**

These are examples of services that are not covered:

- Nursing services performed during hospitalization by nurses who are not employees of the Hospital.
- Convenience items or services other than those that are incidental to room occupancy.
- X ray, laboratory, and other diagnostic services in connection with dental care, other than for oral surgery covered by this Certificate.

### **Kidney Disease Treatment**

We reimburse for the treatment of chronic renal disease (CRD) or end-stage renal disease (ESRD) as required by state law. Covered services include medically necessary and medically appropriate kidney dialysis and transplantation services.

If you become entitled to benefits under Medicare solely because of ESRD, we will reimburse you as your primary insurer for the period required by Medicare laws. After that period, Medicare will be your primary insurer, and we will reimburse you as your secondary insurer even if you do not apply for Medicare benefits. To read about reimbursement rules that govern payments by primary and secondary insurers, see Section 9, “Coordination of Benefits in Claims Payment.”

### **Information About Our Coverage Criteria for Kidney Disease Treatment**

We apply the coverage criteria described in Section 4, “General Provisions That Apply to All Benefits” to your specific medical circumstances, but in general:

- We cover dialysis when recommended by a nephrologist and received at a renal dialysis center or facility certified by Medicare.
- We cover kidney transplantation when recommended by a transplant Surgeon and received at a facility that Medicare has certified for kidney transplantation. Read about our transplantation coverage criteria later in this section under “Surgical Benefits.”
- We cover services at renal dialysis centers or renal transplant centers certified by Medicare.

## **Covered Services**

These are examples of services we cover:

- Inpatient Hospital treatment including dialysis, surgery, and postoperative care.
- Dialysis performed at home by a trained ESRD patient or helper, or both.
- Inpatient, outpatient, or self-dialysis at a renal dialysis facility.
- Kidney transplantation, including coverage for both the recipient and the living donor. Covered services for living donors include evaluation, hospitalization, surgical costs, and postoperative care. Note that living donor services are covered only if the transplant recipient is covered by this Certificate.
- Procurement, transportation, and preservation of cadaveric donor kidneys.

## **Maternity and Newborn Benefits**

We reimburse for maternity care for all women covered by this Certificate. We also reimburse for special diagnostic services for one or both parents in high-risk circumstances.

Newborns are insured from the moment of birth if family coverage is in force. If you have single coverage, you must notify us of the birth and pay the required premiums for family coverage within 60 days of the birth date. If you don't, we will refuse to insure the newborn unless, within one year of the child's birth, we receive all required premiums, plus interest as permitted by law, from the date of birth.

## **Statement of Rights Under the Newborns' and Mothers' Health Protection Act**

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

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

In addition, a plan or issuer may not, under federal law, require that a Physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, you must comply with our Hospital admission notification requirement.

## **Hospital Admission Notification Requirement**

Remember that you must notify us within 72 hours of your hospitalization for childbirth, unless you have been discharged within 72 hours of your admission. These notification requirements

apply for other maternity-related emergency admissions as well, such as an admission for pre-term labor or other maternity complications when childbirth does not occur. If you do not notify us within the time required, your reimbursement will be reduced. Read about our Hospital admission notification requirements in Section 7.

### **Covered Maternity Services**

These are examples of covered maternity services:

- Prenatal care. This includes physical examination, Pap test, laboratory tests, and HIV antibody test.
- Physician services related to labor, delivery, and postpartum care.
- Nurse-midwife services related to prenatal care, labor and delivery, and postpartum care performed by either (1) a registered nurse certified to practice as a nurse-midwife by the American College of Nurse-Midwives and the State of Wisconsin; or (2) a licensed registered nurse certified as a nurse-midwife in the state in which he or she practices. Except for emergency circumstances, you must receive the nurse-midwife services in a health care facility approved for the practice of nurse-midwifery by the state in which it is located.
- Hospital room and board.

### **Covered Special Services When a Pregnancy Exists**

We cover amniocentesis, genetic testing, genetic counseling, and chromosome studies if any of these circumstances exist:

- The pregnant woman is 35 or older.
- The pregnant woman or her mate has a family history of a highly disabling hereditary disorder or has previously had a child with such a disorder.
- The pregnant woman has previously experienced a miscarriage or stillbirth.
- The pregnant woman is a known carrier of a genetic abnormality or disease.
- The pregnant woman was exposed, before or during pregnancy, to diseases or chemicals strongly linked to birth defects, or the pregnant woman's mate was exposed to such disease or chemicals before the pregnancy began.

### **Covered Special Services When No Pregnancy Exists**

We cover genetic testing, genetic counseling, and chromosome studies that are expected to reveal new information relevant to the decision to have a child if any of these circumstances exist:

- The woman or her mate has a family history of a highly disabling hereditary disorder.

- The woman or her mate is a known carrier of a genetic abnormality or disease.
- The woman or her mate has previously had a child with a genetic disorder, abnormality, or disease.
- The woman has had multiple miscarriages or stillbirths.

### **Covered Newborn Services**

Covered newborn services include:

- Services required by a newborn immediately after birth including care and treatment for pre-term or premature birth, low birth weight, Respiratory Distress Syndrome (RDS), failure to thrive, and abnormal or inadequate liver function. **Note:** We do not cover extended Hospital stays for a mother beyond 48 hours following a vaginal delivery, or beyond 96 hours following delivery by Cesarean section, unless she also requires and concurrently receives care for her own medical condition.
- Treatment of congenital defects and birth abnormalities including functional repair necessary to achieve normal body function. However, we do not cover cosmetic surgery performed only to improve a newborn's appearance. See "Congenital Heart Disease Surgery" earlier in this section for more details regarding surgery for congenital heart conditions.
- Routine or "well baby" Physician visits after birth. See "Covered Services" under "Routine Physical and Preventive Care Benefits" later in this section for more details.

### **Maternity and Newborn Services Not Covered**

These are examples of services that are not covered:

- Midwife labor and delivery services outside of a Hospital unless received in a facility that has met our requirements and has been approved as a qualified provider under this plan.
- Amniocentesis or ultrasound performed to alleviate anxiety or to determine the gender of the fetus.
- Childbirth education or preparation courses; for example, Lamaze classes.

### **Mental Health and Substance Abuse Benefits**

We reimburse for services prescribed and performed by qualified providers for treating mental health and substance abuse disorders that meet our definition of Illness if those services are medically necessary and medically appropriate as we have explained these terms in Section 4. When we determine whether services are medically necessary and medically appropriate, we consider all of the following:

- The clinical information documenting your condition at the time services are required.

- Your treatment history.
- The proposed treatment plan.

Benefits include inpatient, transitional, and outpatient treatment, whichever alternative is the most cost-effective and medically appropriate for receiving necessary services safely and effectively. You can read about our cost-effectiveness limit in Section 4. We have identified qualified providers of each type of treatment in the subsection to which they apply.

### **Inpatient Treatment**

We cover Hospital confinement for the inpatient treatment of mental health and substance abuse disorders for each day for which clinical records substantiate that Hospital confinement is medically necessary and medically appropriate.

**Reminder:** You must obtain our authorization in advance for any planned or elective overnight hospitalization. You must also notify us of any emergency admission within 72 hours of being admitted or as soon as it is medically feasible for you to do so, whichever is later. Upon your request, we will let you or your Physician know whether the proposed facility and services meet the Certificate's requirements for reimbursement. We will also periodically check on the status of your recovery and let you know when a hospitalization will no longer be covered. See Section 7 for details of our preauthorization and Hospital admission notification requirements.

### **Covered Inpatient Treatment Services**

The following are examples of circumstances under which we consider Hospital confinement medically necessary and medically appropriate for the treatment of mental health and substance abuse disorders:

- Brief periods of Hospital confinement during which the individual is an active danger to herself or himself or others and therefore requires suicide or homicide precautions and continuous monitoring and intervention by skilled professionals.
- A period during which the patient requires medications that must be continuously monitored by skilled professionals.
- A period during which the patient's Illness has led to such severe physical or mental decline that the patient can no longer responsibly tend to his or her own general safety and physical well-being.
- A period during which the patient experiences acute and dangerous substance withdrawal symptoms that require continuous monitoring and intervention by skilled professionals.

In all cases, Hospital confinement ceases to be medically necessary and medically appropriate when:

- The acute stage has passed.

- The patient no longer needs continuous monitoring, observation, and intervention by skilled professionals.
- The patient's condition has stabilized.

At that time, a less intensive and less restrictive type of treatment may be medically necessary and medically appropriate.

### **Qualified Providers of Inpatient Treatment**

General medical and surgical Hospitals are qualified providers of covered inpatient treatment.

Inpatient treatment received in a private psychiatric Hospital is covered only if the facility has been certified by the state in which covered services are received.

### **Transitional Treatment**

#### **Covered Transitional Treatment Services**

We cover transitional treatment services provided by qualified providers, including a residential treatment program, for each day for which clinical records substantiate that the treatment is medically necessary, medically appropriate, and cost-effective.

Transitional treatment is medically necessary, medically appropriate, and cost-effective only if the required intensity, frequency, or duration of treatment cannot be provided safely and effectively through outpatient treatment services.

Transitional treatment refers to mental health and alcohol or other substance abuse treatment that is provided at a subacute level and is more intensive than outpatient treatment. Examples of types of transitional treatment include:

- Day treatment or evening treatment programs.
- Partial hospitalization.
- Intensive outpatient treatment.
- Services at a residential treatment facility.

#### **Qualified Providers of Transitional Treatment**

Qualified providers are those whose services and treatment programs we are required by law to cover and who have been certified or licensed by the state in which covered services are received.

A qualified residential treatment facility program provides specialized 24-hour treatment and meets the following criteria:

- Is staffed by a multi-disciplinary team, which includes health care professionals such as registered nurses, occupational therapists, social workers, psychologists,

physicians/psychiatrists, or substance abuse counselors. The team should complete an assessment and develop an individualized, problem-focused treatment plan within 72 hours of admission.

- Provides observation and assessment by a psychiatrist at least weekly.

You can call us to find out if the services you anticipate receiving fulfill these requirements. Transitional treatment is covered only if the facility has been certified or licensed by the state in which covered services are received.

## **Outpatient Treatment**

### **Covered Outpatient Treatment Services**

We cover face-to-face outpatient treatment provided by qualified mental health providers for each visit for which clinical records substantiate that treatment is medically necessary and medically appropriate.

We cover psychological and neuropsychological testing **only** if **all** of the following apply:

- A thorough clinical assessment by a qualified provider has been conducted. A thorough clinical assessment includes a review of mental status, social functioning, applicable medical information, history, and applicable collateral information.
- There is significant uncertainty about a diagnosis that affects the choice of treatment interventions.
- The patient's symptoms are complex or unusual so that diagnosis and clarification of symptoms can be accomplished only through such testing.
- There are distinct treatment options based on the differential diagnosis that is clarified through the testing.
- The testing is likely to produce the required diagnosis and clarification necessary for planning treatment.

We cover nutritional counseling, when part of an approved treatment plan prescribed by a Physician, provided by a certified or registered dietitian or nutritionist, and necessary for the effective treatment of a life-threatening illness (e.g., anorexia nervosa or bulimia).

### **Qualified Providers of Outpatient Treatment**

A qualified outpatient mental health provider is a provider who is a state-licensed or state-certified:

- Psychiatrist. This is a Physician with a specialty in psychiatry.
- Psychologist.
- Licensed Clinical Social Worker (LCSW).

- Licensed Independent Social Worker (LISW).
- Advance Practice Social Worker (APSW).
- Licensed Professional Counselor (LPC).
- Licensed Marriage & Family Therapist (LMFT).
- Substance Abuse Counselor (SAC).
- Clinical Substance Abuse Counselor (LSAC).
- Art Therapist (ATRL).
- Behavioral Analyst.
- Registered nurse with a master's degree and certified as a specialist in psychiatric and mental health nursing.
- Physician Assistant (PA-C)

Services are covered only if the provider is licensed or certified by the state in which covered services are received and the services received are within the scope of the provider's license or certification. We do not reimburse for these services until you prove to our satisfaction that your provider meets these requirements.

### **Services Not Covered**

These are examples of mental health and substance abuse services that are not covered:

- Custodial or long term care. See Section 5 for a description of custodial care. Examples include group homes and halfway houses for supportive and maintenance care for mental health or substance abuse illnesses.
- Residential treatment for the sole purpose of preventing relapse, for legal purposes, or for respite for the family.
- Wilderness and camp programs, boarding schools, and academy-vocational programs.
- Psychological testing and assessments that are not likely to yield additional information that is useful for healing and curing or planning medical treatment. Examples include, but are not limited to, testing to assist with custody placement, vocational assessments, and academic assessments.
- Services for academic problems in the absence of a diagnosed mental health illness, or for which the child's school is legally obligated to provide, whether or not the school actually provides them and whether or not you choose to use those services.



- Treatment of a behavioral or psychological problem that, although it may appropriately be the focus of desired professional attention or treatment, is not attributable to a clinically diagnosed mental health illness. Examples include antisocial behavior, uncomplicated bereavement, codependency, occupational problems such as job dissatisfaction or uncertainty about career choices, parent-child problems such as impaired communication or inadequate discipline, marital problems, and other interpersonal problems.
- Services associated with compulsive gambling or nicotine addiction (except as specified under the “Tobacco Cessation Benefits” provision later in this section).
- Mental health services for, or in connection with, developmental delays (e.g., Rett’s Disorder).
- Inpatient treatment that continues after the medical necessity of hospitalization has passed and the patient is awaiting placement.
- Inpatient treatment of a chronic mental health or substance abuse disorder unless clinical records document significant physical or mental decline or the patient represents an active danger to herself, himself, or others.

## **Physical, Speech, and Occupational Therapy**

This Certificate distinguishes between rehabilitative and habilitative therapy treatments.

- Rehabilitative treatments are aimed at restoring a functional ability that was once achieved but has been diminished or lost because of an illness or injury. They also include treatments that minimize functional degeneration associated with a chronic progressive illness such as multiple sclerosis.
- Habilitative treatments are aimed at acquisition of a functional ability that has been significantly delayed or impaired by congenital defect, birth abnormality, or early childhood illness or injury.

We reimburse for a limited number of physical, speech, and occupational therapy that meets all of the conditions specified below for each type of therapy.

### **Covered Rehabilitative Therapy Services**

If illness or injury causes you to lose a previously achieved functional ability, we cover therapy services reasonably expected to rehabilitate that functional deficit or impairment. We also cover therapy services that minimize functional degeneration associated with a chronic progressive illness.

We cover rehabilitative therapy treatment only if it meets **all** of the following criteria. The therapy must be:

- Prescribed by a Physician in a treatment plan that identifies both the expected goals and the frequency and duration of treatment.

- Reasonably expected to promptly and significantly restore or minimize the degeneration of the functional ability.

We decide whether prompt and significant progress can reasonably be expected. When we make this determination, we consider your diagnosis, prognosis, medical records, progress notes related to prior therapy, contemporary medical consensus, and the advice of our medical consultants.

- Provided in a manner consistent with the treatment plan by an individual licensed to perform the therapy in the state in which he or she practices.

### **Rehabilitative Therapy Services Not Covered**

We do not cover any service that does not meet **all** of the above criteria. For example, none of the following is covered:

- Therapy that continues after you have recovered from the acute stage of inability and, in our opinion, further meaningful progress will be minimal or difficult to measure.
- Therapy that continues after you achieve your expected improvement, resolution, or stabilization of a health condition, as determined by us.
- Services intended to prevent a relapse, reversal, or exacerbation of a health condition.
- Therapy provided on a routine or scheduled basis in the absence of a functional impairment even if intended to maintain optimal body functioning.
- Group therapy.
- Equipment or services to prevent Injury or to facilitate participation in physical activity or sports.
- General observation of exercises that can be performed in a home or health club setting.
- Services in which you have been instructed and demonstrated competence; for example, general range-of-motion exercises.
- Lifestyle educational services and materials even if provided to enhance therapy. Examples include chronic pain management classes, stress management classes, physical fitness instruction, behavior modification classes, nutritional counseling, books and other instructional materials related to health conditions, and classes to educate family members.

### **Covered Habilitative Therapy Services**

While this Certificate generally covers only services to restore a function lost because of an Illness or Injury, it provides a limited benefit for services aimed at the acquisition of a physical functional ability. The Certificate does not cover services to enhance or attain all physical functional abilities or to develop all physical capacities considered normal or appropriate for an

individual's chronological age. The Certificate covers habilitative therapy services only if they meet our specific criteria.

We cover habilitative therapy services that are reasonably expected to produce prompt and significant progress toward acquiring a functional ability that:

- Has been **significantly** delayed or impaired by congenital defect, birth abnormality, or early childhood illness or injury; **and**
- Is essential for performing these basic self-care activities: eating, toileting, dressing, functional mobility, and functional communication.

In addition, the service must meet **all** of the following criteria. The therapy must be:

1. Prescribed by a Physician in a treatment plan that:
  - Identifies the delayed or impaired essential functional ability.
  - Establishes the expected achievable goals toward the required level of functioning.
  - Specifies the frequency and duration of treatment necessary to achieve those goals.
2. Reasonably expected in the patient's specific circumstances, to produce prompt and significant progress toward the treatment goals.
3. Provided in a manner consistent with the treatment plan by an individual licensed to perform the therapy in the state in which he or she practices.

We do not cover therapy when we determine that the patient has **either**:

- Acquired a level of functioning sufficient for performing self-care activities; **or**
- Acquired the maximum functional ability for his or her maturational age, **whichever comes first**.

We decide whether treatment meets these criteria for coverage. In making this determination, we consider the diagnosis, prognosis, medical records, meaningful progress toward performing basic self-care activities as documented in progress notes related to prior therapy, contemporary medical consensus, and the advice of our medical consultants. We have the right to require an independent evaluation by a professional of our choice as often as is needed for us to decide whether we will cover or continue to cover services. When we do so, we pay the cost of the evaluation.

### **Habilitative Therapy Services Not Covered**

We do not cover any service that does not meet **all** of the above criteria. For example, none of the following is covered:

- Therapy that continues after the patient has stabilized at a level of functioning; that is, medical records do not clearly document meaningful, measurable progress toward the patient’s ability to perform basic self-care activities.
- Therapy that continues after the patient has acquired the maximum level of functioning for his or her maturational age.
- Services in which the patient has been instructed and demonstrated competence; for example, general range-of-motion exercises.
- Services that the child’s school is legally obligated to provide, whether or not the school actually provides them and whether or not you choose to use those services.
- Services aimed at developing or enhancing the patient’s ability to perform school tasks, such as grasping a pencil, writing, using a scissors, accessing playground equipment, developing play skills, reading, or understanding reading materials.
- Auditory processing evaluation and treatment (except as covered in connection with a cochlear implant). Examples include, but are not limited to, auditory integration training, aural rehabilitation, and auditory training.
- Services aimed at developing social awareness and social skills that do not meaningfully contribute to acquiring a functional ability essential for performing a basic self-care activity or communicating basic needs.
- Services that are available from a governmental or other public or private organization.
- Services that can be provided by members of your family without causing undue hardship.

## **Physician’s Office and Outpatient Care Benefits**

We reimburse for services by qualified providers in a Physician’s office or other outpatient setting only if they are medically necessary and medically appropriate to diagnose or treat Illnesses or Injuries. There is an exception: We cover the specified routine services listed throughout Section 6, and those preventive services that we are required by law to cover, even when you have no symptoms of an Illness or Injury. Some of those services are listed under:

- “Maternity and Newborn Benefits.”
- “Reproductive Health Benefits.”
- “Routine Physical and Preventive Care Benefits.”

## Prescription Drug Plan

Your prescription drug plan has several distinguishing features, described in detail below, including:

- We cover prescribed drugs and medications according to a drug formulary, which is a list of drugs and medications approved for use and covered under the plan. Not all prescription drugs are in the formulary. Prescription drugs in the formulary are categorized into three groups, or tiers, each with its own coinsurance or copayment. To find out if a drug is in the formulary or the tier in which it is placed, please visit our website, [weatrust.com](http://weatrust.com).
- Value Drugs are a subgroup of Tier 1 drugs, consisting of selected over-the-counter, generic, and brand name drugs. A drug's designation as a Value Drug is based on the drug's clinical effectiveness, safety profile, and overall value. We reserve the right to determine which drugs will be Value Drugs.
- The copayments that apply to Value Drugs are lower than copayments for other Tier 1 drugs.
- Not every therapeutic class of drugs will contain a Value Drug.
- Tier 1 generic equivalent or therapeutically equivalent drugs are required, when they exist, for maximum reimbursement.
- Obtaining prescription drugs from a nonparticipating pharmacy will usually result in significant out-of-pocket costs.

We have an extensive participating pharmacy network. See "Pharmacy Selection" below.

- Some drugs require preauthorization. Other drugs are subject to our medical review and monitoring. Some drugs require documentation of failed attempts to use more cost-effective clinical alternatives (as defined by us), or a contraindication, in order to be reimbursable under this plan.
- Dispensing is limited to a medically appropriate dosage, or what we have established as a 30-day supply with the exception of some drugs purchased through our Home Delivery Program, or at pharmacies participating in the 90-Day Retail Benefit (see "Dispensing Limitation" below).

**To make the best and most knowledgeable use of your prescription drug benefits, always purchase your prescription drugs from a participating pharmacy.** Participating pharmacies have up-to date information about whether a specific drug is covered under the formulary. They can also inform you about coinsurance, copayments, preauthorization requirements, less expensive therapeutic alternatives, and dispensing limitations. Therefore, they are able to help you keep your out-of-pocket cost as low as possible. You can obtain the names of participating pharmacies in your area by visiting our website, [weatrust.com](http://weatrust.com), or by calling our customer service department.

The drug formulary includes a comprehensive range of prescription drugs. However, not all prescription drugs are covered even if they may be beneficial and are prescribed by a Physician. We reimburse for a prescribed drug only when we find it medically necessary, medically appropriate, and cost-effective. Thus, we may not cover a drug that has not been proven to be more effective than a less expensive, therapeutically equivalent alternative. If you choose a drug that is not covered, you must pay the full cost yourself. We will consider an exception on the rare occasion when **all** of the following apply:

- You have tried all the covered drugs in the appropriate therapeutic category.
- Your Physician provides us with compelling contemporaneous clinical evidence that either (1) none of the covered drugs is effective for you, or (2) for a documented medical reason, you are unable to take any of the covered drugs.
- The substitute drug you are requesting is the most cost-effective of the safe and effective alternative drugs in your specific medical circumstances.

**Note:** Any exception request must be submitted to us by your Physician and authorized by us in advance of your receiving the prescription.

**Medical Necessity**—A prescription drug is medically necessary if it is required to heal, cure, or alleviate the symptoms or the underlying cause of an Illness or Injury.

**Medical Appropriateness**—A prescription drug is medically appropriate if we find it to be both a safe and an effective response to your medical circumstances. We will consider a drug safe if the FDA has accepted it for marketing for the purpose for which it is being used. However, FDA approval does not guarantee we will find the drug to be effective. For example, drugs that have not been demonstrated in randomized clinical trials to have long-term efficacy, drugs that we deem to be marginally effective, and drugs that we deem inconsistent with current medical standards of prescribing will not be considered effective.

We have the right to deny coverage for new drugs until we have investigated them and found them to be medically appropriate.

## **Drug Tiers**

Prescription drugs in the formulary are placed in one of three categories, or tiers. The tier in which we place a specific drug affects the amount we reimburse. (See “Reimbursement Factors” below.)

Tier 1 includes most, but not all, generic drugs, some brand name drugs, and a few over-the-counter drugs. Value Drugs are a subgroup of Tier 1 drugs specifically chosen for their clinical effectiveness, safety profile, and overall value. The copayment that applies to Value Drugs is lower than the copayment for other Tier 1 drugs. Value Drugs provide you with the lowest out-of-pocket cost.

Tier 1 brand name and over-the-counter drugs are therapeutically equivalent to drugs in Tier 2 or

Tier 3. All other covered generic and brand name drugs are placed in Tier 2 or Tier 3, based on cost, therapeutic efficacy, and the recommendations of our Pharmacy and Therapeutics Committee.

Our website, [weatrust.com](http://weatrust.com), includes the most current list of Value Drugs and other covered drugs, indicating the tier in which they have been placed. We encourage you to share this information with your Physician(s) so that you can make informed decisions about your treatment and its cost to you. These lists may change frequently, so if you have a question about reimbursement for a certain prescription drug, please visit our website, [weatrust.com](http://weatrust.com).

### **Reimbursement Factors**

The amount we reimburse and, thus, the amount you must pay for your covered prescription drugs depends on three factors:

1. The coinsurance or copayment that applies to your prescription drugs. The amounts are different depending on whether you purchase a Value Drug or other drug from Tier 1, Tier 2, or Tier 3.
2. The pharmacy you select; that is, whether you select a participating or nonparticipating pharmacy.
3. Whether you receive a cost-effective drug from among the viable alternatives.

These reimbursement factors are discussed below.

**Coinsurance or Copayment**—Your Benefit Summary specifies the coinsurance or copayment that applies to Value Drugs and to each tier of your prescription drug benefits. The specified amount applies separately to each prescription or refill.

**Pharmacy Selection**—You may purchase prescription drugs at any pharmacy. However, we limit reimbursement to the amount charged us by a pharmacy that participates in our prescription drug program. You can obtain the names of participating pharmacies in your area by visiting our website, [weatrust.com](http://weatrust.com), or by calling our customer service department.

If you are covered by this drug plan, you may use your insurance identification card to purchase prescription drugs from a participating pharmacy. If you purchase prescription drugs from a nonparticipating pharmacy, you will be required to pay the full cost of the drug and submit a claim form. You can obtain claim forms for this purpose by printing them from our website or by calling our customer service department. We will reimburse **the amount we would have paid a participating pharmacy**, less the applicable coinsurance or copayment. Your out-of-pocket costs will usually be significantly higher when you use nonparticipating pharmacies.

**Reimbursement Limit**—This Certificate limits reimbursement to the most cost-effective treatment from among viable alternatives (see “Cost-Effectiveness Limit” in Section 4). If you purchase a brand name drug, we may limit reimbursement to the amount charged us by a

participating pharmacy for the FDA-approved generic equivalent. In this case, you must pay the difference between the cost of the drug you received and the amount charged us by a participating pharmacy for the FDA-approved generic equivalent, **in addition** to your coinsurance or copayment. This usually results in significant out-of-pocket expense.

**Note:** An indication from your Physician that a drug must be dispensed as written, without supporting objective, contemporaneous medical documentation, is not, by itself, sufficient evidence for us to reimburse for that drug. Any exception request must be submitted to us by your Physician and authorized by us in advance of your receiving the prescription.

### **Dispensing Limitation**

All prescriptions or refills are limited in quantity to a medically appropriate dosage or what we have established as a 30-day supply, unless a prescription is dispensed under the Home Delivery Program or the 90-Day Retail Benefit. A 30-day supply may be either more or less than 30 unit dosages. If your Physician prescribes a quantity that exceeds our established 30-day supply and you present the prescription at a participating pharmacy, the pharmacist will inform you before filling the prescription. We reimburse only for the quantity that we consider a 30-day supply.

We will consider exceptions on the rare occasion when compelling clinical evidence indicates a larger dosage is medically necessary and medically appropriate for your specific medical circumstances.

If coverage will be terminating within 90 days, we have the right to limit dispensing to a 30-day supply.

**Home Delivery Program**—Prescriptions and refills purchased through our specified Home Delivery Program are limited to a 90-day supply instead of a 30-day supply. A 90-day supply may be subject to two copayment amounts instead of three. This arrangement will also be available to any pharmacy that agrees to accept the same reimbursement terms that apply to our Home Delivery Program. Over-the-counter drugs are not available through the Home Delivery Program.

**90-Day Retail Benefit**—This plan offers a 90-day supply of some drugs from a specific subgroup of participating retail pharmacies. You can obtain the names of these pharmacies in your area by visiting our website, [weatrust.com](http://weatrust.com), or by calling our customer service department. A 90-day retail prescription is subject to a copayment equal to what you would pay for three separate 30-day refills of the prescription.

**Specialty Drugs**—An exception to the 90-day home delivery supply is a specialty drug. Specialty drugs are prescription medications that require special handling, administration or monitoring. They are used to treat complex, chronic conditions such as multiple sclerosis, rheumatoid arthritis, hepatitis C, and hemophilia. Such drugs are limited to a 30-day supply even through our Home Delivery Program and are subject to one copayment per 30-day supply. In accordance with the Certificate's cost-effectiveness limit, we may require that you receive these specialty drugs through our specialty drug program for maximum reimbursement. Some specialty drugs require preauthorization (see "Drugs Subject to Preauthorization or Medical



Monitoring” below).

You can obtain information about your drug plan and our Home Delivery Program by visiting our website, [weatrust.com](http://weatrust.com).

### **Drugs Subject to Preauthorization or Medical Monitoring**

We have the right to require preauthorization or to initiate medical review and monitoring for:

- Drugs with significant potential for drug-related toxicity.
- Drugs for which a step-therapy approach is appropriate.

Under a step-therapy approach, Physicians follow a sequence of prescribing drugs, based on generally accepted clinical protocols, FDA guidelines, manufacturer labeling information, symptom severity, and drug treatment history. The sequence usually starts with the safest, clinically accepted first-line drug for treating the illness or symptoms and progresses to more aggressive second- or third-line drugs if previous drugs cause an adverse reaction or are not effective. An example is requiring the use of a generic penicillin the first time a patient is diagnosed with a sinus infection, rather than proceeding immediately to a more powerful antibiotic.

- Drugs with unique prescribing or monitoring indications.

The list of these drugs that are subject to preauthorization or medical monitoring is small but will change frequently with new developments. You can view the most current list at our website, [weatrust.com](http://weatrust.com). If your Physician prescribes one of these drugs and you present your prescription at a participating pharmacy, the pharmacist will inform you and you can call us to initiate any required review. If you present your prescription at a nonparticipating pharmacy, you will be required to pay for the prescription in advance. In this case, you take the risk that we will not reimburse you for the drug because preauthorization would have been denied or, if we do reimburse you, that your out-of-pocket costs will be significant (see “Pharmacy Selection” above).

**Note:** Penalties imposed for failing to receive any required preauthorization do not count toward your maximum out-of-pocket limit.

### **Covered Prescription Drugs**

We cover drugs and medications in the formulary when we find them to be medically necessary, medically appropriate, and cost-effective:

- Those required to carry the legend, “Federal law prohibits dispensing without prescription.”
- Those that may be dispensed only upon a Physician’s written prescription as required by state law.
- Those for the treatment of HIV infection.
- Insulin and other prescription drugs and medications prescribed for the treatment of diabetes.

- Specified prescription and over-the-counter tobacco cessation aids as described in Section 6, “Tobacco Cessation Benefits.”

## **Drugs and Services Not Covered**

We never cover these:

- Drugs or medications that can lawfully be obtained without a prescription, even if your Physician prescribes them. The rare exception to this is an over-the-counter drug that we have determined to be a cost-effective, comparably equivalent alternative to a prescription drug and have added to the value choice drug plan list. Such over-the-counter drugs require a prescription from your Physician.
- Drugs or medications that we deem to be ineffective or marginally effective.
- A drug or medication that has not been proven to be more effective than a less expensive, therapeutically equivalent drug. This includes drugs reformulated to extend the manufacturer’s patent, without significant therapeutic advancement.
- Any drug or medication labeled, “Caution— limited by federal law to investigational use.” (This exclusion does not apply to drugs for the treatment of HIV infection that this plan is required by law to cover.)
- Any drug that has not been approved by the FDA for at least 6-months for the purpose for which it is being used.
- Drugs or medications for the treatment of alopecia or hair loss; for example, minoxidil or Rogaine.
- Drugs or medications prescribed primarily to improve appearance. This includes all dosage forms of tretinoin (for example, Retin-A) for individuals who are 26 years of age or older except for the treatment of acute acne.
- Drugs or medications prescribed for, or in connection with, weight loss or weight control. Examples include, but are not limited to, Dexedrine and Xenical.
- Tobacco cessation aids, except for specified prescription and over-the-counter aids as described in Section 6, “Tobacco Cessation Benefits.”
- Drugs or medications prescribed for, or in connection with, infertility or conception. Examples include, but are not limited to, Clomiphene Citrate, Pregnyl, and Repronex.
- Drugs or medications for the treatment of impotence or erectile dysfunction.
- Drugs or medications provided in connection with any medical service not covered by this Certificate.

## **How to Receive Reimbursement for Prescription Drugs**

If you are covered by this drug plan, you may receive reimbursement of covered prescription drug expenses in either of two ways:

1. You may present your insurance identification card to a participating pharmacy and pay the applicable coinsurance or copayment plus any additional cost for brand name drugs. We will then reimburse the pharmacy directly.
2. You may pay the entire cost of a prescription drug at any pharmacy and then submit a prescription drug claim form with the required information. We will then reimburse you for the appropriate amount. You can obtain prescription drug claim forms by printing them from our website, [weatrust.com](http://weatrust.com), or by calling our customer service department. Remember, we reimburse only the amount that is charged us by a participating pharmacy, less the applicable coinsurance or copayment. If you use a nonparticipating pharmacy, our reimbursement to you may be significantly less than you were charged.

## **Reproductive Health Benefits**

We reimburse for a limited number of services in connection with infertility, surgical sterilizations, and contraception. We also reimburse for specified preventive services intended to detect a medical problem that has not yet manifested itself in symptoms or illness. Some services may require preauthorization. Read about our preauthorization requirements and reimbursement limits that apply in Section 7.

## **Covered Contraception and Surgical Sterilization Services**

We cover these services and supplies:

- All safe and effective drugs, medications, and devices in general use as contraceptives that require a prescription or intervention by a Physician or other licensed health care provider. Examples include birth control pills, Norplant or similar contraceptives, Depo Provera, injectable contraceptives, intrauterine devices (IUDs), cervical caps, and diaphragms.
- Necessary services of a Physician or other licensed health care provider in connection with covered contraception. Such services include assessment, diagnosis, administration, insertion, or prescription.
- Surgical sterilizations such as tubal ligations and vasectomies.

## **Covered Preventive Services**

Covered preventive services are limited to those we are required by law to cover and to diagnostic services that have been proven effective in detecting disease of the reproductive system. Such services must be performed by qualified providers (including nurse practitioners). Examples include:

- Pelvic examination, Pap test, and mammogram performed once each Benefit Period.

We cover these services at more frequent intervals if performed to treat a diagnosed illness or if warranted due to family history or other risk factors.

## **Covered Infertility Services**

We cover **only** these infertility-related services:

- Services performed **exclusively** to diagnose the cause(s) of infertility. Once a diagnosis has been rendered, no further diagnostic tests are covered unless they are reasonably expected to reveal another clinical cause for infertility.
- Surgical procedures necessary to repair or restore a malformed or malfunctioning body part or process found to be the cause of infertility in order to enable natural conception. **Note:** The reversal of tubal ligations and vasectomies is not covered.

## **Services Not Covered**

These are examples of services that are not covered:

- Diagnostic tests performed in connection with the treatment of infertility. Examples are diagnostic studies to determine the time of ovulation, abdominal ultrasounds to determine follicle growth, and diagnostic services that would not be performed in the absence of infertility treatment.
- Physician, Hospital, or any other service directed at, or for or in connection with, treating the cause of infertility other than surgical repair; for example, laparoscopic or transvaginal retrieval of ovum.
- Services for, or in connection with, any artificial, mechanical, or other alternative to the natural process of conception. Examples include in vitro fertilization (IVF), gamete intrafallopian transfer (GIFT), zygote intrafallopian tube transfer (ZIFT), intracytoplasmic sperm injection (ICSI), embryo transplantation, artificial insemination, sperm and embryo storage, and similar methods or procedures.
- Medication prescribed for treating infertility. Examples are drugs for hyperstimulation of the ovaries (for example, Clomiphene Citrate) or drugs for treating low sperm count or motility.
- Services for, or in connection with, the reversal of surgical sterilization such as tubal ligations and vasectomies.
- Contraceptive drugs, supplies, or devices that can be obtained without intervention by a Physician or other licensed health care professional. Examples include condoms and contraceptive foam or gel.

## **Routine Physical and Preventive Care Benefits**

We cover preventive services as required by the Patient Protection and Affordable Care Act. If you receive a covered preventive service from a Network provider, you will not have to pay a deductible, coinsurance, or copayment.

Although this Certificate generally covers only those medical services that diagnose or treat Illnesses and Injuries, we reimburse for the following specified routine services and those preventive services required by law, even in the absence of symptoms of Illness or Injury. Those services include appropriate diagnostic procedures that are effective in preventing or detecting disease. We consider diagnostic services appropriate if they meet **all** four of these conditions:

- Contemporary medical consensus considers them reliable and effective.
- They are performed by qualified providers.
- They are safe and indicated for your individual medical history and risk group. Your risk group is defined by your age, sex, and risk factors such as family history, lifestyle, and tobacco and alcohol use.
- They will provide new and relevant information about your health and are not redundant when performed with other procedures that have been or are performed.

## **Covered Services**

We cover these routine and preventive services:

- Routine physical examination performed once each Benefit Period.
- Preventive services that we are required by law to cover. Please see our website, [weatrust.com](http://weatrust.com), for the most current list of covered preventive services. You may also obtain a paper copy of the current list by calling our customer service department.
- Appropriate diagnostic procedures performed once each Benefit Period. Examples include complete blood count, total blood cholesterol test, thyroid function test, HIV antibody test, urinalysis, colorectal cancer screening procedures, mammogram, clinical breast examination, Pap test, and pelvic examination. We cover these procedures at more frequent intervals if performed to treat a diagnosed Illness or if warranted by family history or other risk factors.
- Tobacco screening and brief interventions for tobacco users who are 18 years of age or older, as required by law.
- Prenatal and maternity care. For more information, see “Maternity and Newborn Benefits” earlier in this section.
- Well baby and child care. This includes hearing and vision tests, hemoglobin and hematocrit tests, and blood tests to detect lead exposure.

- Immunizations required by law or deemed appropriate by a Physician, except for immunizations obtained solely for the purpose of traveling outside of the United States. These include vaccines such as diphtheria-pertussis-tetanus (DPT), measles-mumps-rubella (MMR), hepatitis B (HBV), oral poliovirus (OPV), hemophilus influenza B, pneumococcal, and varicella.
- Routine hearing screenings or tests for dependent children under age 18.

### **Services Not Covered**

These are examples of services that are not covered:

- Diagnostic procedures that contemporary medical consensus considers ineffective, unreliable, unproven, or of dubious value to an individual with your medical and other risk factors.
- Office visits and routine hearing examinations or tests in connection with prescribing or fitting a hearing aid, except as specified under “Hearing Services” earlier in this section.

### **Second Opinion Benefits**

We reimburse for a second opinion of a diagnosis, proposed treatment plan, or surgery.

### **Skilled Nursing Facility Care**

We reimburse for skilled nursing facility care for patients who enter a skilled nursing facility within 24 hours after discharge from a general Hospital.

### **Period of Confinement**

A period of confinement begins when you enter a skilled nursing facility, within 24 hours after discharge from a hospital, because you need daily skilled care. It ends when you are released from the skilled nursing facility because you have sufficiently recovered from the condition that caused your confinement. If you subsequently re-enter a skilled nursing facility because you need skilled care for the same condition that caused your first confinement, re-entry days continue to count toward your original period of confinement. For example:

- You may leave the skilled nursing facility for a necessary Hospital stay. When you are released from the Hospital, you need to return to the skilled nursing facility because of the same condition for which you were first confined.
- You may believe that you have sufficiently recovered and so you leave the skilled nursing facility and return home. After a short period, you find your discharge was in error and you need to return to the skilled nursing facility because of the same condition for which you were first confined.

In the above cases, the initial and subsequent stays in the skilled nursing facility are related to the same condition and, therefore, all days count toward one period of confinement.

## **Qualified Providers of Skilled Nursing Facility Care**

A skilled nursing facility is a licensed facility other than a Hospital that is certified to provide 24-hour continuous skilled services on an inpatient basis in the state in which it operates. It may be a free-standing facility or a separate unit of a Hospital or other institution. The following are not skilled nursing facilities:

- An institution operated primarily for care and treatment of mental health disorders, drug abuse, or alcoholism.
- A facility that primarily provides residential, retirement, custodial, or long term care.
- A private room or apartment.

We base our coverage of skilled nursing facility care on your medical needs and our cost-effectiveness standards. We cover expenditures only if **all** of the following apply:

- You enter a skilled nursing facility within 24 hours after discharge from a general Hospital.
- You are convalescing or rehabilitating from an Illness or Injury.
- Your condition during recovery requires daily skilled nursing or skilled rehabilitation services.
- A skilled nursing facility is the most cost-effective means of providing that care.

## **Covered Services**

These are examples of skilled nursing facility services we may preauthorize:

- Room and board.
- Physician, skilled nursing, and skilled rehabilitation services.
- Prescription and nonprescription medications.

## **Services Not Covered**

We do not cover skilled nursing facility care if the services are primarily custodial or long term care. By this, we mean services that can generally be provided by persons without professional medical training or skills and that are primarily for one or more of the following purposes:

- Maintaining an individual's existing physical or mental condition of health.
- Preserving an individual's condition from further decline.
- Assisting an individual in performing the activities of daily living.
- Protecting an individual from threats to health and safety due to cognitive impairment.

- Meeting an individual's personal needs.

We consider such services to be custodial or long term care even if provided by registered nurses, licensed practical nurses, or other trained medical personnel.

## **Skilled Nursing Services**

We reimburse for skilled nursing care prescribed by a Physician if your medical safety during recovery from an Illness or Injury requires the services or supervision of skilled nursing personnel. Skilled nursing personnel include registered nurses and licensed practical nurses.

Services may be received in your place of residence or in a facility. When received in a facility (for example, Hospital or skilled nursing facility) these services are included in room and board charges, and we do not reimburse for them separately. When received in your place of residence, they require advance authorization (see "Home Health Care" earlier in this section).

## **Covered Services**

These are examples of covered skilled nursing services:

- Managing and evaluating a Physician-ordered plan of care that requires skilled services.
- Observing and assessing the patient's condition to evaluate the need to modify the plan of care.
- Treating open wounds or ulcers that require skilled evaluation. This includes application of dressings involving aseptic technique and prescription medication.
- Intravenous, intramuscular, and subcutaneous injections; insulin administration, but only when diabetes is newly diagnosed or the patient requires frequent dosage adjustments.
- Nasogastric, gastrostomy, and jejunostomy feedings, but only in cases where there is risk of aspiration or complications.
- Insertion, sterile irrigation, and replacement of urinary catheters.
- Initial phases of oxygen or other inhalation therapies.
- Initial phases of intravenous chemotherapy or other intravenous medications.
- Instructing a patient on the management of a self-care program.
- Training a patient, family, or other caregiver to perform any of the above services.



## **Services Not Covered**

These are examples of services that do not require the supervision of, or performance by, skilled nursing personnel. We do not cover these services unless they are incidental to covered skilled nursing care:

- Planning and managing a plan of care that does not require skilled services.
- Periodic turning and positioning of a nonambulatory patient.
- Prophylactic or palliative skin care; for example, bathing and applying creams or lotions.
- Administering routine medications, eye drops, and ointments.
- Wound care for noninfected postoperative or chronic medical conditions.
- General administration of oxygen and other inhalation therapy after the initial phase of treatment adjustments and training the caregiver are completed.
- Services that, after instruction and demonstrated competence, can be reasonably and safely performed by the patient or the patient's family. Examples include, but are not limited to, routine insulin injection, self-urinary catheterization, and long-term feeding by gastrostomy or jejunostomy tube.
- General observation of exercises, including range-of-motion exercises.
- General maintenance of ostomies or catheters.
- Custodial or long term care (see Section 5 for a description of custodial care).

## **Skilled Rehabilitation Facility Care**

We cover inpatient rehabilitation facility services. We base our coverage of inpatient rehabilitation facility services on your medical needs and our cost-effectiveness standards. We cover expenditures only if all of the following apply:

- You are rehabilitating from an Illness or Injury.
- Your condition during recovery requires skilled rehabilitation services for a minimum of three hours per day for at least five days per week.
- Your condition during recovery requires that you see a skilled rehabilitation physician or physiatrist at least three times per week.

## **Covered Services**

These are examples of inpatient rehabilitation facility services we may cover:

- Room and board.

- Physician, skilled nursing, and skilled rehabilitation services.
- Prescription and nonprescription medications.

### **Services Not Covered**

We do not cover inpatient rehabilitation facility care if the services are primarily custodial or long term care. By this, we mean services that can generally be provided by persons without professional medical training or skills and that are primarily for one or more of the following purposes:

- Maintaining an individual's existing physical or mental condition of health.
- Preserving an individual's condition from further decline.
- Assisting an individual in performing the activities of daily living.
- Protecting an individual from threats to health and safety due to cognitive impairment.
- Meeting an individual's personal needs.

We consider such services to be custodial or long term care even if provided by registered nurses, licensed practical nurses, licensed therapists or other trained medical personnel.

### **Skilled Rehabilitation Services**

We reimburse for skilled rehabilitation services. Skilled rehabilitation providers include licensed physical and occupational therapists, speech pathologists, speech-language pathologists, audiologists, and respiratory therapists. Services may be received in a health care facility or in your place of residence.

### **Information About Our Coverage Criteria**

We cover skilled rehabilitation services necessitated by an Illness or Injury and prescribed by a Physician if **both** of the following apply:

- Your prescribed care requires the services or supervision of skilled rehabilitation providers.
- The services are reasonably expected to promptly and significantly restore you to your previous functional ability. We decide whether prompt and significant progress can be reasonably expected. When we make this decision, we consider your diagnosis, prognosis, medical records, contemporary medical consensus, and the advice of our medical consultants.

### **Covered Services**

These are examples of skilled rehabilitation services we may cover:

- Physical therapy for specific neurological, muscular, or skeletal problems resulting from an Illness or Injury.

- Teaching mobility or transfer skills.
- Range-of-motion exercises if they are part of the prescribed active treatment for a specific medical condition resulting in loss or restriction of mobility.
- Design of a maintenance program to be performed by the patient to prevent or minimize deterioration of the patient's condition. Services to aid the patient in performing this maintenance program are not covered unless the need is medically documented.
- Prescribed speech, physical, or occupational therapy services to promptly restore a previously possessed function that was lost as a result of an Illness or Injury.
- Pulmonary rehabilitation therapy.
- Cardiac rehabilitation therapy.
- Post-cochlear implant aural therapy.

### **Services Not Covered**

We will not cover any service that does not meet **all** of our coverage criteria. For example, none of the following is covered:

- Services that do not require the supervision of, or performance by, skilled rehabilitation providers.
- Services that continue after you have recovered from the acute stage of your Illness or Injury and, in our opinion, further progress is expected to be minimal or difficult to measure.
- General observation of exercises, including range-of-motion exercises.
- Services in which the patient has been instructed and demonstrated competence; for example, general range-of-motion exercises.

### **Surgical Benefits**

We reimburse for surgical procedures performed by Physicians, Surgeons, surgical assistants, anesthesiologists, and anesthesiologists if they are essential to accomplish one of the following:

- Diagnose an Illness or Injury.
- Cure an Illness.
- Repair an Injury.

### **Important Reminders**

- Some surgical services require our advance authorization; for example, reconstructive or plastic surgery and transplantation procedures.

- Coverage for transplants that are performed by a non-network provider or at a non-network Hospital is limited under this Certificate. Please see your Benefit Summary for the maximum benefit amount per Benefit Period that applies to this benefit.
- If your surgery requires a planned or elective Hospital stay, you must call us in advance to fulfill our preauthorization requirements.
- If your surgery will be performed in a surgical facility (e.g., inpatient or outpatient ambulatory surgery center), we encourage you to call us in advance to confirm whether the use of the surgical facility will be covered.

### **Reconstructive Surgery Following Mastectomy**

If you have had or are going to have a mastectomy that is covered by this Certificate, we also provide benefits for the following services:

- Reconstruction of the breast on which the mastectomy was performed.
- Surgery and reconstruction of the other breast to produce a symmetrical appearance.
- Prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedema.

### **Transplants**

We cover transplantation procedures **only** if the transplant evaluation and the transplant surgery are received at a facility that meets these requirements:

- For solid organs, the facility must be certified by Medicare for the particular type of transplant surgery being performed.
- For stem cell transplants, the facility must be certified to work with the National Marrow Donor Program (NMDP).

When we receive a request to cover a transplantation procedure, we apply our established review criteria to any procedure that meets one or more of the following standards:

- The procedure is covered by Medicare.
- The procedure is covered by the Wisconsin Medicaid program.
- The procedure has been recommended for coverage by Medicare by the Office of Health Technology Assessment (OHTA).

If the procedure meets none of the above standards, we determine whether, in our sole discretion, this Certificate covers the procedure in whole or in part. In exercising our discretion, we consult with experts in the appropriate medical field, board-certified specialists, research agencies, or

professional organizations regarding the medical community's position on the procedure as a standard of care for your medical history and condition.

Covered services may include transplant evaluation services, Hospital and Physician services, organ procurement, and tissue typing. Living donor services are covered only if the transplant recipient is covered by this Certificate. We do not cover animal to human transplants or artificial or mechanical devices designed to replace human organs.

### **Special Presurgical Second Opinion Benefit**

Whenever your Physician recommends surgery, we encourage you to obtain a presurgical second opinion consultation. We reimburse the maximum allowable fee of such a consultation. We cover second opinion consultations with Physicians who are neither involved in the recommended surgery nor affiliated with the Physician who will perform the surgery.

### **Reimbursement Factors That Pertain to Surgeries**

Reimbursement for all surgeries is subject to the following guidelines for global surgical fees, multiple and bilateral surgical procedures, services of a second Surgeon or surgical assistant, and use of surgical facilities.

**Global Surgical Fee**—We reimburse for surgeries on a global surgical fee basis. This assumes that certain services, pre-operative, operative, and post-operative, are included in the Surgeon's total charges. Operative care comprises all services that are an essential and usual part of the primary surgical procedure. Examples include preparing and positioning the patient, consulting with the anesthesiologist or anesthesiologist, placing tubes and catheters, and the surgery itself. Post-operative care comprises all services necessary to monitor the patient's recovery. It begins when surgery is completed and continues for as long as is commonly accepted as adequate post-operative care for that procedure.

**Multiple and Bilateral Surgical Procedures**—When more than one surgical procedure is performed during one operative session, we decide whether to reimburse for the second and subsequent procedures as separate surgeries. This applies whether the procedures are performed by the same or different Physicians. If we decide the surgeries are not separate, we reimburse for the second and subsequent procedures at a reduced rate. If your surgery requires two or more specialized Physicians (e.g., a urologist and a general Surgeon), we reimburse at a rate higher than for a single surgery but lower than for separate surgeries. We base these decisions on the standards established by the Centers for Medicare and Medicaid Services.

**Services of a Second Surgeon or Surgical Assistant**—We reimburse for services by a second Surgeon or licensed surgical assistant only if those services are necessary for the safe and effective performance of a covered surgical procedure. We base our decisions about the necessity of a second Surgeon or surgical assistant on the standards established by the Centers for Medicare and Medicaid Services.

**Use of Surgical Facilities**—We reimburse for the use of surgical facilities only if such facilities are required for obtaining the covered services. If your surgical services can be delivered safely and effectively in a less costly setting, or if the services received are not covered services, then

we do not reimburse the cost of the surgical facility use. When it is sufficient for receiving appropriate surgical services, an outpatient ambulatory surgery center may be a cost-effective alternative to a Hospital. Similarly, when it is sufficient for receiving appropriate surgical services, a Physician's office may be a cost-effective alternative to an outpatient ambulatory surgery center.

The use of a surgical facility, whether inpatient or outpatient, is a major expense; and the fact that your Physician and/or Surgeon recommends, schedules, or performs your surgery at a surgical facility does not guarantee that we will find the facility to be necessary for the services performed. To ensure that you are not left with a significant expense for a surgical facility that is not covered by your health plan, we encourage you to call us in advance to see if use of a facility is covered for your specific surgery.

### **Covered Services**

These are examples of covered surgical services:

- Surgical services of the Physician, Surgeon, or surgical assistant. This includes oral surgery performed by a Doctor of Dental Surgery (D.D.S.) or a Doctor of Medical Dentistry (D.M.D.) in connection with a service that is covered by this Certificate (e.g., removal of impacted wisdom teeth).
- Anesthesia services only if not generally included in the global surgical fee.
- Care provided by an anesthesiologist or anesthesiologist to monitor the patient's vital physiological signs.
- Essential ancillary services such as whole blood or blood plasma.

### **Services Not Covered**

These are examples of surgical services that are not covered:

- Services for, or in connection with, surgeries that we regard as unsafe, ineffective, or unproven.
- Services for, or in connection with, surgical procedures primarily performed to improve appearance (i.e., cosmetic surgery) when there is little or no accompanying meaningful improvement in the functioning of a malformed body part or restoration of a bodily function.
- Services for, or in connection with, any surgical treatment for obesity.
- Bariatric surgery, gastric restrictive or bypass procedures, or similar surgeries.
- Services that are generally included in the global surgical fee.
- Services for, or in connection with, a surgical procedure that is not covered.

- Costs for, or in connection with, early admission prior to surgery if pre-surgery services could be performed in an outpatient setting.

## **Temporomandibular Disorder (TMD) Treatment**

We reimburse only for:

- Surgical and nonsurgical TMD treatments.
- TMD testing that contemporary medical consensus considers safe and effective.

We do not cover unproven or unconventional services even when recommended or prescribed by a Physician. In determining what services contemporary medical consensus considers to be safe and effective, we rely on the standards of the medical organization that represents the profession of the provider from whom you receive the services; for example, the American Academy of Orofacial Pain (AAOP). Thus, we may not cover all recommended treatment. If you wish, you may submit a written plan to us, and we will let you know whether we will cover the proposed treatment.

## **Covered Services**

These are examples of services we cover:

1. Initial diagnostic evaluation. This includes initial history, physical examination, and relevant laboratory and diagnostic services. The following diagnostic services are covered if they are responsive to your specific symptoms, likely to yield additional information useful for planning treatment, and not redundant when performed with other diagnostic procedures:
  - Panoramic or TMD tomography, if warranted by your history and physical examination.
  - Magnetic resonance imaging (MRI), if the physician's evaluation indicates the presence of joint disease and an MRI is needed to assist in the diagnosis.
  - Psychosocial assessment to determine if evaluation by a psychologist or psychiatrist is appropriate. However, comprehensive psychological inventories are not covered.
  - Blood testing and urinalysis to identify blood, musculoskeletal, chemical, or other abnormalities suggestive of systemic disease.
  - Diagnostic injections, such as nerve blocks.
2. Surgical and nonsurgical treatment that contemporary medical consensus considers safe and effective. These are examples of services that we may cover:
  - Reversible intraoral prosthetic devices and appliances, such as removable splints.
  - Physical therapy treatments reasonably expected to produce prompt and significant improvement.

- Steroid joint injections.
- Open surgical procedures and surgical arthroscopy, only if necessary to rehabilitate a functional deficit or impairment caused by specific joint disease that has been resistant to other medical treatment.

### **Services Not Covered**

We do not cover diagnostic tests that general medical consensus considers unproven or unconventional. These are examples of such services:

- Electromyography (EMG) or muscle testing.
- Electronic jaw-tracking systems.
- Thermography and kinesiography.
- Ultrasonography.
- Radiography or regular dental X rays.

These are examples of treatment we will not cover because general medical consensus considers them unproven or unconventional:

- Orthodontic (use of braces) and orthognathic (use of surgery) treatment for changing the bite.
- Occlusal adjustment or modification of a dental surface to change the bite.
- Restorative therapy or prosthodontic treatment (use of crowns and bridges to balance the bite).
- Ultrasonic treatment, electrogalvanic stimulation, iontophoresis, and biofeedback.
- Transcutaneous electrical nerve stimulation (TENS).
- Nutritional counseling and home therapy programs.
- Services to treat a chronic condition or any condition for which there is no reasonable expectation of a prompt and predictable improvement in your health status.
- Services that continue after you reach the expected state of improvement, resolution, or stabilization of your health condition.

### **Tobacco Cessation Benefits**

Covered tobacco cessation benefits are limited to tobacco users who are 18 years of age or older. We reimburse for tobacco cessation screening and brief interventions as required by law. We also reimburse for specified tobacco cessation aids. Specified tobacco cessation aids include



both prescription drugs and over-the-counter aids. You can view the list of covered tobacco cessation aids by visiting our website, [weatrust.com](http://weatrust.com), or by calling our customer service department.

We will cover up to two cessation attempts every 12 months. During each cessation attempt, you can receive up to four 10-minute tobacco cessation counseling sessions (including telephone counseling, individual counseling, and group counseling) and up to 90 days of FDA-approved tobacco cessation medications. Tobacco cessation aids must be prescribed by a Physician, purchased for use one 30-day supply at a time, and used during 90 consecutive days. Receiving one 30-day supply at a time offers you the opportunity to try different tobacco cessation aids over the 90-day period if the previous aids were not effective for you.

### **Reimbursement for Tobacco Cessation Aids**

If you are covered by a Trust prescription drug plan, we process claims for tobacco cessation aids through your prescription drug plan. We limit reimbursement to the amount charged to us by a pharmacy that participates in our prescription drug program. You will not be required to pay a prescription drug copayment when you purchase tobacco cessation aids through a participating pharmacy. Participating pharmacies belong to our prescription drug administrator's nationwide network. You can view a list of participating pharmacies by visiting our website, [weatrust.com](http://weatrust.com), or by calling our customer service department.

You may receive reimbursement for covered tobacco cessation aids through your prescription drug plan in either of two ways:

1. You may present your insurance identification card to a participating pharmacy. We will then reimburse the pharmacy directly.
2. You may pay the entire cost of the covered tobacco cessation aid at any pharmacy and then submit a prescription drug claim form with the required information. We will then reimburse you up to the amount allowed for a participating pharmacy. You can obtain prescription drug claim forms by printing them from our website, [weatrust.com](http://weatrust.com), or by calling our customer service department.

If you are not covered by a Trust prescription drug plan, we process claims for covered tobacco cessation aids through your health plan. Use your Medicare prescription drug plan (Part D) identification card to obtain your tobacco cessation aids. Send us a copy of the pharmacy's receipt showing the Medicare prescription drug plan's payment and we will determine the amount of our payment as your secondary plan. Our reimbursement will be subject to applicable deductible and coinsurance amounts and our maximum allowable fee. If you are not enrolled in a Medicare prescription drug plan, please call our customer service department for assistance in filing your claim.

To help you succeed in your efforts to quit using tobacco, we recommend that you call the Wisconsin Tobacco Quit Line, a free tobacco counseling service. The toll-free phone number is (800) QUIT-NOW (800) 784-8669. The Quit Line also offers Web coaching, discussion forums, and more information at its website, [ctri.wisc.edu](http://ctri.wisc.edu).

## Urgent Care

We realize that there may be times when you need urgent care outside of your provider's normal office hours. Or, on occasion, you may need urgent care when it is not possible for you to reach a Network provider. If you receive such urgent care services under these circumstances, we will reimburse for covered services at the deductible and coinsurance amounts that apply to Network providers. Our reimbursement will be subject to your Certificate's copayment requirements, our maximum allowable fee, and all Certificate provisions.

Urgent care is the treatment for a condition that requires prompt attention, but does not pose an immediate, serious health threat. Such conditions require medical attention within hours rather than days in order to avoid complications or undue suffering. An example of a condition that might require urgent care is a urinary tract infection that, left untreated over a weekend, would cause the individual substantial distress and could progress and cause widespread infection or kidney damage.

## Vision Services

### Covered Services

We cover only these non-routine vision services:

- Diagnosis and treatment of eye pathology.
- Eye surgery to cure an Illness or heal an Injury to the eye. **Note:** We do not cover refractive eye surgery, such as radial keratotomy, to correct a vision impairment that can be corrected with lenses.
- The initial lens after cataract surgery. **Note:** This does not include eyeglasses or contact lenses
- Therapeutic contact lenses for treating an Illness or Injury, such as keratoconus.
- The initial artificial eye to replace an eye lost because of Illness or Injury. **Note:** After this initial replacement, we do not reimburse expenses for or related to artificial eyes unless we have authorized them in advance.

### Services Not Covered

We do not cover vision services other than those listed above. For example, we do not cover any service or supply for, or in connection with:

- Refractive eye surgery, such as radial keratotomy.
- Vision training procedures and orthoptics.
- Routine eye examinations.
- Refractions, eyeglasses, contact lenses, or fitting of eyeglasses or contact lenses.

- Nonprescription contact lenses or glasses.

# Section 7

## Hospital Admission Notification and Preauthorization Requirements

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To receive the maximum reimbursement to which you are entitled for Hospital and other specified benefits, you must comply with our Hospital admission notification and preauthorization requirements. This section describes each procedure and the penalties if you don't comply.

### Hospital Admission Notification Requirement

We require that you notify us of any overnight hospitalization when you are admitted due to an emergency or childbirth. If you do not, your reimbursement will be reduced. See “Penalty if You Do Not Comply” below.

An emergency admission is one that is necessitated by an accidental Injury, or the sudden and unexpected onset of severe symptoms of an Illness and for which hospitalization lasts 72 hours or longer. See “Emergency Services” in Section 6 for more information about medical emergencies.

A planned admission is one that is, or reasonably can be, planned in advance. Planned or elective admissions are subject to our preauthorization requirements. See “Preauthorization Requirements” below.

### Penalty if You Do Not Comply

If you do not notify us within the time required by this Certificate, we will reduce your reimbursement by the amount listed on your Benefit Summary. This penalty applies even if you are covered by another insurance plan and we coordinate benefits as your secondary insurer. (For a detailed discussion of coordination of benefits and primary and secondary insurers, see Section 9.)

### What You Must Do

If you are hospitalized overnight due to an emergency admission, you or a family member, Physician, or Hospital employee must notify us within 72 hours of being admitted or as soon as it is medically feasible for you to do so, whichever is later.

We will need this information when you call or write to notify us of an emergency hospitalization:

- Your Physician's name, address, and phone number.
- The Hospital name, address, and phone number.
- The date and reason for the hospitalization.

Depending on the nature of the hospitalization, we may need more information.

If you are hospitalized for childbirth you must notify us within 72 hours of your hospitalization for childbirth, unless you and your baby(ies) have been discharged within 72 hours of your admission. This notification requirement applies for other maternity-related emergency admissions as well, such as an admission for pre-term labor or other maternity complications when childbirth does not occur. If you do not notify us within the time required, your reimbursement will be reduced. See “Penalty if You Do Not Comply” above.

### **What We Do**

We review the information you provide. Upon your request, we will let you or your Physician know whether the proposed facility and services meet the Certificate requirements for reimbursement. We will also periodically check on the status of your recovery and let you know when hospitalization will no longer be covered.

### **Preauthorization Requirements**

We require preauthorization for all planned or elective inpatient admissions, certain services, equipment, prescription drugs, and supplies for which specific facts of a medical condition determine whether a service is covered. For example, transplantation is covered by this Certificate, but we reimburse only under circumstances in which the patient’s diagnosis and current medical condition meet our criteria and the facility where the procedure is performed fulfills our qualifications, and only to the extent that the cost is within our reimbursement limit.

### **Penalty if You Do Not Comply**

If you do not receive our advance authorization of expenditures for services that require preauthorization, we have no obligation to reimburse you. If we receive a claim for such unauthorized services, we may evaluate, upon your request, participation in funding those services. If we determine the service is a covered expense, we will impose a penalty of 50% of the maximum allowable amount, before the deductible, coinsurance, and copayments are applied, up to \$500 per covered service. This penalty does not count toward your maximum out-of-pocket limit. The extent of our participation in any case will be determined in our sole discretion and will create no obligation with respect to future cases.

### **Services That Require Preauthorization**

Services that require preauthorization are listed on our website, [weatrust.com](http://weatrust.com). The list is subject to change. Please check the website to learn if the service you are seeking requires preauthorization, or call our customer service department to obtain a paper copy of the current list.

**Note:** We have the right to add to, or delete from, the list of services that require preauthorization provided we post an updated list of services requiring preauthorization on our website, [weatrust.com](http://weatrust.com), at least 60 days in advance of implementing the new requirement.

### **What You Must Do**

You must contact us before you incur expenses for any service that requires our preauthorization. We will need this information to make a decision concerning your preauthorization request:

- Your diagnosis.
- The recommended treatment plan and any applicable treatment procedure codes. You can get these from your Physician.
- Medical rationale for treatment, relevant medical history and test results, and any complicating circumstances.

Depending on the specific circumstances, we may need more information. If we do, we will tell you and/or your Physician what we need. You are responsible for providing the information we need to make a decision concerning your preauthorization request.

### **What We Do**

We review the information you provide and inform you or your Physician of our decision regarding your preauthorization request. We will tell you if we deem the service medically necessary and medically appropriate in your specific circumstances. Whenever we have questions about whether services meet these criteria, we rely on objective, contemporaneous medical records and the advice of our medical consultants. Upon your request, we will also tell you:

- Any suppliers, providers, and facilities you must use to receive maximum reimbursement.
- Reimbursement limits that apply.

**Medical Necessity and Medical Appropriateness**—We apply our review criteria to the individual medical circumstances of the patient. Our criteria are based on contemporary medical consensus, evidence of safety and effectiveness as supported by current, objective scientific research in the applicable medical specialty, and the advice of our medical consultants. We preauthorize services if we determine that our criteria are met. If we determine that our criteria are not met, or if we are unable to establish the medical necessity and medical appropriateness based on the information provided by you and your Physician, we will not preauthorize the services. Our decisions are final and binding, provided our criteria are reasonable and our decision is a reasonable application of those criteria to your circumstances.

# Section 8

## Claim Procedures

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To receive reimbursement, you must send us within 90 days a written claim and proof that you have incurred a covered loss. Wisconsin law extends this period to 12 months beyond the 90 days required by this Certificate, but only if we are not prejudiced by the delay and it was not reasonably possible for you to meet our 90-day limit. You can get claim forms from us. The identification card we issue you after enrollment gives the address to which claims must be submitted.

Most health care providers submit claims as a service to their patients. We are happy to accept Network provider-submitted claims that meet industry-accepted standards, and this will fulfill your obligation if the claim contains all the information we need to evaluate it. We reserve the right to require that you submit claims for services from non-network providers that satisfy our requirement to prove that you have incurred a covered loss. We also may, at our discretion, pay you for covered services rendered by non-network providers, and you must in turn pay the non-network provider.

### Claim for Health Care Services

Your claim must include this information:

- The name, address, and identification number of the subscriber to this plan.
- The group number of the plan (this is listed on your insurance identification card).
- The patient's name, address, date of birth, and subscriber number. The subscriber number is listed on your insurance identification card.
- The name of the primary insurer, if other than the WEA Insurance Corporation.
- Information regarding any other group insurance coverage.
- The health care provider's name, complete address, telephone number, federal tax identification number, and national provider identifier.
- The name and telephone number of the individual practitioner who performed the service(s).
- The place and date of service or, for Hospital claims, admission and discharge dates.
- The patient's diagnosis and the appropriate procedure or billing code for each service received by the patient, with an itemization of charges for each service.

We rely on medical documentation to determine if procedure or billing codes for services reported and billed by a health care provider are appropriate. If the documentation indicates another code is more appropriate, we have the right to base our reimbursement on the service(s) supported by the documentation. We also have the right to deny charges for services that are billed inconsistently with industry-accepted coding standards.

## **Claim for Prescription Drugs**

You may receive reimbursement of covered prescription drug expenses in either of two ways:

1. You may present your insurance identification card to a participating pharmacy and pay the applicable coinsurance or copayment amount plus any additional cost for brand name drugs. We will then reimburse the pharmacy directly.
2. You may pay the entire cost of a prescription drug at any pharmacy and then submit a prescription drug claim form with the required information. We will then reimburse you for the appropriate amount. You can obtain a prescription drug claim form by printing it from our website or calling our customer service department. Remember, we reimburse only the amount that is charged us by a participating pharmacy, less the applicable coinsurance or copayment amount. If you use a nonparticipating pharmacy, our reimbursement to you may be significantly less than you were charged. **Note:** Most Hospital pharmacies are nonparticipating pharmacies. If your Physician gives you a prescription when you leave the Hospital, you may want to go to a participating pharmacy to have it filled.

## **Proof of Loss**

You must provide both satisfactory proof that you have incurred a covered loss and the information that we need to calculate your benefits. In many cases, your claim form provides that proof. In other cases, we require additional medical documentation that any services you received fulfill our criteria for coverage. Whenever we have questions about whether a claim meets our criteria for coverage and whether reimbursement limits apply, we rely on objective, contemporaneous medical documentation and records and the advice of our medical consultants. When your claim involves services to treat an Injury, we require documentation about the details of your Injury. We assist you in any way we can, but you are responsible for obtaining and providing this information.

Some medical providers charge for copying and/or submitting medical documentation. We do not pay or reimburse any fees charged for providing information, so you must pay any costs incurred.

We have the right to require that you be examined by a health care professional of our choice whenever it is necessary to establish proof of loss and evaluate a claim. When we do so, we pay the cost of the examination.

## **How and When Claims Will Be Paid**

We pay benefits within 30 days after we receive a claim and the required proof of loss. We reimburse the Network health care providers from whom you received the services. We also



may, at our discretion, pay you for covered services rendered by non-network providers, and you must in turn pay the non-network provider.

If a benefit is payable to your estate or to a beneficiary not competent to give a valid release, we may pay the benefit to whomever we consider to be legally entitled.

## **Our Right of Review and Recoupment**

We review claims both before and after payment. Whenever we find that any information is fraudulent, misleading, inaccurate, or incomplete, we have the right to reevaluate and retroactively modify our claim payment. We have this right regardless of whether we have paid some or all of the claim.

If we pay benefits that exceed those you're entitled to, you must repay the excess as soon as we notify you of the overpayment. We may, at our option, recover some or all of the overpayment by reducing subsequent benefits payable or by applying premium refunds due you. We have the right to charge reasonable interest on the delinquent amount.

If benefits are paid under this Certificate and you or your covered dependent receives worker's compensation benefits through settlement, compromise, judgment, award, or other arrangement, you must repay us promptly. If you do not, we may recover some or all of the amount owed us by reducing subsequent benefits payable, by filing suit against you, or by taking lesser legal action.

This Certificate also obligates you to cooperate with us in our attempts to recover payments we have made on your behalf when we determine that you are eligible for, or have received, worker's compensation benefits. This means that you will make no settlement or agreement with any party that prejudices our right to recovery.

If we pay benefits that exceed those you're entitled to under this Certificate, we have the right to recover some or all of the overpayment, regardless of whether you have made a claim for worker's compensation benefits (provided we have a reasonable basis for our determination that you are eligible for worker's compensation benefits), whether the worker's compensation insurer disputes your claim for benefits, and regardless of how the settlement or agreement characterizes your compensation from the worker's compensation insurer.

## Section 9

### Coordination of Benefits in Claims Payment

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If you are covered by more than one group insurance plan, including Medicare, we coordinate our benefits with any and all other benefits you are entitled to, whether or not you apply for or receive them. We coordinate benefits so that, whenever possible, the benefits available to you from all sources provide up to 100% of your allowable medical expenses or 100% of your liability for medical expenses, whichever is less.

**Note:** If you become eligible for coverage under another group health plan that has benefits similar to benefits provided by this Certificate, coverage must end as specified in Section 3, under “When Conversion Coverage Ends.”

Also, if you are eligible for Medicare, it is important to know that Medicare will be or your primary insurer over this plan. It is important that you sign up for both Medicare Part A and Part B because we will coordinate benefits with Medicare Parts A and B whether or not you apply for and receive those benefits. This means that we will estimate what Medicare would have paid had you complied with reasonable rules established by Medicare to govern its benefits, and will coordinate the benefits of this Certificate with that amount. In this case, you will have significant out-of-pocket costs. (In coordinating benefits with Medicare, we follow all Medicare rules, including the adoption of Medicare’s maximum charge as the allowable expense.)

#### Primary and Secondary Plans

When you have a loss that is covered by two group insurance plans, one of them is the primary plan and the other, the secondary plan. The primary plan pays its benefits first as if no other coverage were involved. Then the secondary plan determines its payment, taking into account the benefits paid by the primary plan. We use the “Order of Benefit Determination Rules” below in deciding whether this plan is your primary or secondary plan, except that for coordination with Medicare we follow the federal rules that regulate coordination with Medicare benefits. Your benefits under this Certificate will not be reduced when it is your primary plan, but they may be reduced when it is your secondary plan.

The term “plan” refers to any insurance policy, benefit program, or other arrangement that provides benefits or services for medical care. “Plan” includes these:

- Any group insurance or group-type coverage, whether insured or uninsured, that provides continuous 24-hour coverage. This includes any type of health maintenance organization, individual practice association, prepaid group practice, preferred provider organization, or other prepayment, group practice, or individual practice plan.
- Labor-management trusteed plans, union welfare plans, employer organization plans, and employee benefit plans.

- Medical benefits coverage in group, group-type, and individual automobile “no-fault” contracts and in group or group-type automobile “fault” contracts.
- Coverage under any governmental plan or program, including Medicare, and any coverage that is required or provided by law, including coverage provided under no-fault and uninsured motorist statutes. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act) or a law or plan whose benefits, by law, are excess to any private insurance plan or other nongovernment plan.
- All benefits that are available to you, or that you are eligible to receive, under Medicare, whether or not you apply for and receive such benefits. This means that, if you are eligible for Medicare Parts A and B and Medicare would be your primary insurer, but you have not enrolled, we will estimate what Medicare would have paid and coordinate the benefits of this Certificate with that amount. This also means that if Medicare is your primary insurer, but you receive services from a physician or practitioner who has opted out of Medicare, or does not qualify to be a Medicare provider, we will estimate what Medicare would have paid and coordinate the benefits of this plan with that amount.

## **Order of Benefit Determination Rules**

The State of Wisconsin has adopted rules that must be followed by all insurers who coordinate benefits, except that coordination of benefits with Medicare follows federal rules. Those state rules are summarized below. The first rule that applies to you is the rule that determines which insurance plan is primary in your case.

1. If the other plan does not have a coordination of benefits provision, it is primary.
2. The plan that covers the individual as an employee, member, or subscriber (in other words, other than as a dependent) is primary. The plan that covers the individual as a dependent is secondary. There is one exception: If the individual is covered by Medicare, any applicable federal Medicare regulations will supersede this rule.
3. When a child is covered as a dependent under the plans of both parents, and the parents are not separated or divorced, the plan of the parent whose birthday falls earlier in the calendar year is primary. If both parents have the same birthday, the plan that covered a parent for the longer period of time is primary. There is one exception: If the other plan does not use the birthday rule just described, but instead uses a rule based on the gender of the parent, the rule based on gender will determine the order of benefits.
4. When two or more plans cover a child of divorced or legally separated parents, benefits for the child will be determined in this order:
  - The plan of the custodial parent.
  - The plan of the spouse of the custodial parent.

- The plan of the noncustodial parent.

There are two exceptions: (1) If a court decree specifies which parent is responsible for health care expenses, the plan of the specified parent will be primary; and (2) If a court decree states that parents share joint custody but does not state which parent is responsible for the child's health care expenses, the order of benefits will be determined by rule 3 above.

5. A plan that covers an individual as an active employee or as that employee's dependent will be primary over a plan that covers an individual as a laid-off or retired employee or a dependent of such an individual. There are two exceptions: (1) If the other plan does not have this rule and if, as a result, the plans do not agree on the order of benefits, this rule will be ignored; and (2) If a dependent is a Medicare beneficiary, any applicable federal Medicare regulations will supersede this rule.
6. If an individual has continuation coverage provided pursuant to federal or state law and is also covered under another plan, benefits will be determined in this order:
  - The plan that covers the individual as an employee, member, or subscriber or as the dependent of such an individual will be primary.
  - The plan that provides continuation coverage will be secondary.

There is one exception: If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.

7. If none of the above rules determines the order of benefits, the plan that covered the individual for the longer period of time will be primary.

## **Effect on Benefits When This Plan Is Secondary**

An allowable expense is any necessary charge for health care that is covered by at least one of the plans. When a plan provides services instead of cash reimbursement, the reasonable cash value of the services is considered both an allowable expense and a benefit paid.

When this plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all plans are not more than the total allowable expenses. We coordinate benefits so that, whenever possible, the benefits available to you from all sources provide up to 100% of your allowable medical expenses or 100% of your liability for medical expenses, whichever is less. In addition, when this plan is secondary it shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of the other health care coverage. **Note:** If your primary plan would have paid a benefit had you submitted a claim to that plan, we will treat that amount as a primary plan payment when we determine our payment as your secondary plan. Also, if you are eligible for Medicare Parts A and B, and Medicare would be your primary insurer, we will coordinate the benefits of this plan with the benefits payable by Medicare, whether or not you have enrolled. (In coordinating benefits with Medicare, we follow all Medicare rules, including the adoption of Medicare's maximum charge as the allowable expense.)

If you are eligible for a benefit under Medicare Part A or B, or would be if you complied with reasonable rules established by Medicare to govern its benefits, we will coordinate the benefits of this plan with the benefits payable by Medicare whether or not you apply for or receive such benefits.

Moreover, if you choose to have a transplant performed at a facility that Medicare has not certified for your particular transplant surgery, there will be no reimbursement under this Certificate.

### **Our Rights Under This Provision**

We need certain information in order to coordinate benefits. If you submit a claim for benefits, you must give us the information we need to determine our payment. We have the right to decide what information we need to determine our payment, and to get that information from any organization or person.

Similarly, we have the right to give such information to another organization or person when necessary to coordinate benefits.

If we make a payment that exceeds the amount required by this provision, we may recover the excess from any person or organization to whom, or on whose behalf, the payment was made.

# Section 10

## Your Right to Resolution of Complaints

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You have the right to a full and fair review of any complaints you may have about your claims or our administration of this Certificate. This section explains the rights you have under this Certificate and by law to receive explanations of what your plan covers and our decisions concerning your claims. It also explains your rights to seek resolution of complaints and adverse determinations.

### Right to Information and Explanation

If you have questions about your benefits under this Certificate or how to receive maximum reimbursement for your health care services, you may call and visit with a customer service representative who can provide the information you need.

After we receive and process a claim for benefits, you will receive an Explanation of Benefits (EOB) form showing, among other things:

- The provider's charges.
- How much we reimbursed.
- Any amount that is your responsibility to pay.
- The reason for any amount you have to pay.

If you have questions about your EOB form or how we determined your benefits, or you have a complaint, call us and talk with one of our customer service representatives.

### Right to an Investigation of Any Complaint

Most questions about benefits and claims payments can be resolved on an informal basis. Therefore, if you are dissatisfied after you have raised your question or complaint with our customer service representative, we encourage you to call our dispute resolution specialist at (800) 279-4000 or (608) 276-4000 (Voice/TTY). Our dispute resolution specialist will promptly investigate your complaint and keep you informed about the progress of the investigation.

### Right to Submit a Grievance

If our dispute resolution specialist is unable to resolve your complaint to your satisfaction, you may pursue your complaint through our grievance procedure.

**What a Grievance Is**—A grievance is any written dissatisfaction with our services, our claims practices, or our administration of your health plan. For example:

- You believe you have not received the reimbursement the Certificate promises.

- You believe you have been denied coverage promised by the Certificate.
- You are dissatisfied with covered services you received from one of our providers.
- You believe your coverage has been unfairly terminated.

**How to Activate the Grievance Process**—We have two grievance procedures: a standard grievance procedure and an expedited grievance procedure that includes a process for urgent care claims. Both are summarized below. If you would like more information about either grievance procedure, you may request a copy of our detailed description, which includes all legal requirements.

**Procedure for a Standard Grievance**—To file a formal grievance, you or your authorized representative must submit it to us in writing at this address:

Ombudsperson  
WEA Insurance Corporation  
P.O. Box 7338  
Madison, WI 53707-7338

Your written grievance may be submitted in any form but should include the following information:

- The name and identification number of the subscriber to this plan.
- Why you are dissatisfied.
- Any information you think is relevant, such as dates and events in chronological order and names of any providers involved.
- Copies of any documents that relate to your grievance.
- What you believe to be a fair resolution of your grievance.

We will acknowledge receipt of your grievance within 5 business days after we receive it. Your grievance will be considered by our Grievance Committee within 30 calendar days of its receipt. If we are unable to make a decision about your grievance within the 30-day time limit, we may extend the limit an additional 30 calendar days by informing you in writing of the reason for the extension and the date by which the decision will be made.

Our Grievance Committee is composed of three or more members. At least one Committee member will be a Trust plan member who is not a company employee, if one is available to serve on the Committee. Another Committee member will be a WEA Insurance Corporation employee who is authorized to take any corrective action the Committee deems appropriate.

We will notify you of the time and place of the Grievance Committee meeting at least 7 days in

advance. You or your authorized representative has the right to appear in person or by telephone to present information, ask questions, or submit written questions. The Committee will review your grievance, make a decision, and inform you in writing of its decision. If the Committee believes that the WEA Insurance Corporation has not reasonably handled your dissatisfaction in light of the Certificate and the known facts, it will issue instructions for corrective action.

**Procedure for an Expedited Grievance**—An expedited grievance is one where any of the following applies:

- The duration of the standard grievance resolution process will result in serious jeopardy to your life or health or to your ability to regain maximum function.
- In the opinion of a Physician with knowledge of your medical condition, the standard grievance process would subject you to severe pain that cannot be adequately managed without the care or treatment that is the subject of the grievance.
- A Physician with knowledge of your medical condition determines that the coverage determination shall be treated as an expedited benefit determination.

If you have an expedited grievance, you, your authorized representative, or your Physician should report it immediately to our ombudsperson by calling (800) 279-4000 or (608) 276-4000 (Voice/TTY). The ombudsperson will investigate the grievance as expeditiously as your condition requires and call you with our decision no more than 72 hours after we receive the grievance. You will then receive a written confirmation of the decision.

## **Right to an Independent External Review**

You have the right to an independent external review of a final coverage determination that is based on this Certificate's requirements for medical necessity, medical appropriateness, health care setting, level of care, cost-effectiveness or a covered benefit, or our determination that a treatment is Experimental/Investigative.

An adverse determination is our determination, after reviewing the medical information you or your provider supply to us, that health care services do not meet the Certificate's criteria for medical necessity, medical appropriateness, or cost-effectiveness. These terms are explained in detail in Section 4 of this Certificate. Adverse determinations also include our decision that services are not covered because we consider them to be Experimental/Investigative.

**How the Independent External Review Process Works**—An independent external review is performed by an independent review organization (IRO) that we randomly select from a list of organizations certified by the Office of the Commissioner of Insurance.

To qualify for this review, you must first exhaust our grievance procedure unless **either** of the following applies:

1. You and we agree to waive the grievance procedure and proceed directly to an independent review.



2. The IRO we have randomly selected determines that exhausting the standard grievance procedure would jeopardize your health or your ability to regain maximum function.

You or your authorized representative may initiate an independent external review by sending your written request to us. We must receive your written request within four months from the date of our final coverage denial determination or from the date of the Grievance Committee's decision, whichever is later.

Within 5 days after we receive your written request, we submit to the IRO all of the information you provided in support of your position, the relevant Certificate provisions on which we based our decision, and any other relevant documents or information used in our grievance determination. The review organization has 45 days from the date it receives the required information to notify you and us in writing of its decision. The decision is binding on both of us.

For further information about this or any of these procedures, call our ombudsperson.

## **Right to File a Complaint With the Office of the Commissioner of Insurance**

Another legal right you have is the right to file a complaint with the **Office of the Commissioner of Insurance**, a state agency that enforces Wisconsin's insurance laws. You can contact the **Office of the Commissioner of Insurance** by writing to:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873

Alternatively, you can call (800) 236-8517 outside of Madison, or (608) 266-0103 in Madison, and request a complaint form.

## **Legal Actions**

You may not bring an action at law or in equity to recover on this Certificate unless **all** of the following apply:

- You have exhausted the grievance procedures provided by law and outlined above.
- You file a legal action within 3 years of the date you were required by this Certificate to provide proof of loss.
- You have not chosen to use the independent external review process. If you choose to use the independent external review process, the decision of the independent review organization is binding.

# Section 11

## Our Right of Subrogation

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In some circumstances, we may pay benefits to you or on your behalf even though another party or insurance company is liable for medical costs caused by your Injury, Illness, or other loss. We have the right in such circumstances to seek repayment from any liable party or parties. This is known as the right of subrogation.

We have a subrogation right against any party or insurance plan that is liable for your Injury, Illness, or other loss for the amount of benefits we have paid. This includes any payments to which you are entitled under the uninsured or underinsured motorist provisions of an automobile insurance policy or a no-fault insurance policy.

This Certificate obligates you to cooperate with us in our investigation of an injury or accident and in our attempts to recover payments we have made on your behalf when another party is liable. This means that you will make no settlement or agreement with any company or any person that prejudices our subrogation rights. It also means that if another company or person reimburses you for a loss that we have already paid, you must repay us promptly. If you do not, we may recover some or all of that amount by reducing subsequent benefits payable or by applying premium refunds due you.

Your right to be made whole for your loss will take priority over our right to recover the benefits we paid on your behalf from any liable party. However, this does not obligate us to waive our legal rights.

If you do not fulfill your obligations as described above, we may file suit against you or take lesser legal action. If we do, you will be liable for reasonable costs and attorney's fees that we incur in doing so.