

[Carrier]

**PLAN A**

**SMALL GROUP HEALTH BENEFITS BASIC POLICY**

**POLICYHOLDER:** [ABC Company]

**GROUP POLICY NUMBER:** [G-12345]

**GOVERNING JURISDICTION:** New Jersey

**EFFECTIVE DATE OF POLICY:** [September 23, 2010]

**POLICY ANNIVERSARIES:** [September 23<sup>rd</sup> of each year beginning in 2011.]

**PREMIUM DUE DATES:** [Effective Date, and the 23<sup>rd</sup> day of the month beginning with October , 2010.]

**AFFILIATED COMPANIES:** [DEF Company]

[Carrier] in consideration of the application for this Policy and of the payment of premiums as stated herein, agrees to pay benefits in accordance with and subject to the terms of this Policy. This Policy is delivered in the jurisdiction specified above and is governed by the laws thereof.

The provisions set forth on the following pages constitute this Policy.

The Effective Date is specified above.

This Policy takes effect on the Effective Date, if it is duly attested below. It continues as long as the required premiums are paid, unless it ends as described in the **General Provisions** section.

[Secretary

President]

[Dividends are apportioned each year.]

[Include legal name, trade name, phone, fax and e-mail numbers by which consumers may contact the carrier, including at least one toll-free number for Covered Persons]]

## **POLICY INDEX**

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**SCHEDULE OF INSURANCE AND PREMIUM RATES      PLAN A**

This Policy's classifications, and the insurance coverages and amounts which apply to each class are shown below:

**CLASS(ES)**

[All eligible employees]

**EMPLOYEE [AND DEPENDENT] HEALTH BENEFITS**

**Calendar Year Cash Deductible:**

•for Hospital Confinement	None (Note: See Hospital Confinement Copayment)
•for Preventive Care	None
•for immunizations and lead screening for children	None
•for All Other Charges	
-per Covered Person	\$250
[-per Covered Family	[\$500] [Note: Must be individually satisfied by 2 separate Covered Persons]]
	[\$750]

**Hospital Confinement Copayment**

-per day	\$ 250
-maximum Copayment per Period of Confinement	\$1,250
-maximum Copayment per Covered Person per Calendar Year	\$2,500

**Coinsurance**

Coinsurance is the percentage of a Covered Charge that must be paid by a Covered Person. However, [Carrier] will waive the Coinsurance requirement once the Coinsurance Cap has been reached. This Policy's Coinsurance, as shown below, does not include Cash Deductibles, Copayments, penalties incurred under this Policy's Utilization Review provisions, or any other Non-Covered Charge.

The **Coinsurance** for this Policy is as follows:

•for Preventive Care	None
•for Facility charges made by:	
-a Hospital	20%
-an Ambulatory Surgical Center	20%
-a Birthing Center	20%
-an Extended Care Center or Rehabilitation Center	20%
-a Hospice	20%

•for the following Covered Charges incurred while the Covered Person is an Inpatient in a Hospital:

-Prescription Drugs	20%
-Blood Transfusions	20%
-Infusion Therapy	20%
-Chemotherapy	20%
-Radiation Therapy	20%

- for all other Covered Charges 50%

**Maximum Out of Pocket** per Covered Person per each Calendar Year \$7,750

### **Daily Room and Board Limits**

#### **•During a Period of Hospital Confinement**

For semi-private room and board accommodations, [Carrier] will cover charges up to the Hospital's actual daily semi- private room and board rate.

For private room and board accommodation, [Carrier] will cover charges up to the Hospital's average daily semi- private room and board rate, or if the Hospital does not have semi-private accommodations, 80% of its lowest daily room and board rate. However, if the Covered Person is being isolated in a private room because the Covered Person has a communicable illness, [Carrier] will cover charges up to the Hospital's actual private room charge.

For Special Care Units, [Carrier] will cover charges up to the Hospital's actual daily room and board charge for the Special Care Unit.

#### **•During a Confinement In An Extended Care Center Or Rehabilitation Center**

[Carrier] will cover the lesser of:

- a) the center's actual daily room and board charge; or
- b) 50% of the covered daily room and board charge made by the Hospital during the Covered Person's preceding Hospital confinement, for semi-private accommodations.

**Pre-Approval** is required for charges incurred in connection with:

- Extended Care and Rehabilitation
- Home Health Care
- Hospice Care
- 

**[Carrier] will reduce benefits by 50% with respect to charges for treatment, services and supplies which are not Pre-Approved by [Carrier] provided that benefits would otherwise be payable under this Policy.**

**SCHEDULE OF INSURANCE AND PREMIUM RATES EXAMPLE: PLAN A  
PPO with common Deductible and Maximum Out of Pocket**

This Policy's classifications, and the insurance coverages and amounts which apply to each class are shown below:

**CLASS(ES)**

[All eligible employees]

**EMPLOYEE [AND DEPENDENT] HEALTH BENEFITS**

**Calendar Year Cash Deductible:**

- for Hospital Confinement None (Note: See Hospital Confinement Copayment)
- for Preventive Care None
- for immunizations and lead screening for children None
- for All Other Charges
  - per Covered Person \$250
  - [-per Covered Family [\$500] [Note: Must be individually satisfied by 2 separate Covered Persons]] [\$750]

**Hospital Confinement Copayment**

- per day \$ 250
- maximum Copayment per Period of Confinement \$1,250
- maximum Copayment per Covered Person per Calendar Year \$2,500

**Coinsurance**

Coinsurance is the percentage of a Covered Charge that must be paid by a Covered Person. However, [Carrier] will waive the Coinsurance requirement once Coinsured Charge Limit has been reached. This Policy's Coinsurance, as shown below, does not include Cash Deductibles, Copayments, penalties incurred under this Policy's Utilization Review provisions, or any other Non-Covered Charge.

**If treatment, services or supplies are given by:  
a Network Provider a Non-Network Provider**

**The Coinsurance** for this Policy is as follows:

- for Preventive Care None None
- for Facility charges made by:
  - a Hospital None 20%
  - An Ambulatory Surgical Center None 20%
  - A Birthing Center None 20%
  - an Extended Care Center or Rehabilitation Center None 20%

-a Hospice	None	20%
• for the following Covered Charges incurred while the Covered Person is an Inpatient in a Hospital:		
-Prescription Drugs	None	20%
-Blood Transfusions	None	20%
-Infusion Therapy	None	20%
-Chemotherapy	None	20%
-Radiation Therapy	None	20%
• for all other Covered Charges	70%	50%

**Maximum Out of Pocket:** \$7,500

**Daily Room and Board Limits**

**• During a Period of Hospital Confinement**

For semi-private room and board accommodations, [Carrier] will cover charges up to the Hospital's actual daily semi-private room and board rate.

For private room and board accommodations, [Carrier] will cover charges up to the Hospital's average daily semi-private room and board rate, or if the Hospital does not have semi-private accommodations, 80% of its lowest daily room and board rate. However, if the Covered Person is being isolated in a private room because the Covered Person has a communicable illness, [Carrier] will cover charges up to the Hospital's actual private room charge.

For Special Care Units, [Carrier] will cover charges up to the Hospital's actual daily room and board charge for the Special Care Unit.

**•During a Confinement In An Extended Care Center Or Rehabilitation Center**

[Carrier] will cover the lesser of:

- a) the center's actual daily room and board charge; or
- b) 50% of the covered daily room and board charge made by the Hospital during the Covered Person's preceding Hospital confinement, for semi-private accommodations.

**Pre-Approval** is required for charges incurred in connection with:

- Extended Care and Rehabilitation
- Home Health Care
- Hospice Care

**[Carrier] will reduce benefits by 50% with respect to charges for treatment, services and supplies which are not Pre-Approved by [Carrier] provided that benefits would otherwise be payable under this Policy.**

**Payment Limits:** For Illness or Injury, [Carrier] will pay up to the payment limit shown below:

Charges for Inpatient Hospital confinement	30 days
Charges for Home Health Care	exchange basis * for Hospital days
Charges for Extended Care or Rehabilitation Center Care	exchange basis * for Hospital days
Charges for Hospice Care	exchange basis * for Hospital days

\*See the **Covered Charges** section for a description of the exchange rules.

Charges for Preventive Care per Calendar Year (Not subject to any Copayment, Cash Deductible or Coinsurance)

-per Covered Person	\$100 *
[-per Covered Family	\$300] *

\* The \$100 and \$300 limits do not apply to services from a network Practitioner. *Note to carriers: Include the asterisks and asterisked text for plans with network benefits.*

**Per Lifetime Maximum Benefit** (for all Illnesses and Injuries) \$Unlimited

**PREMIUM RATES**

[The initial monthly premium rates, in U.S. dollars, for the insurance provided under this Policy are as follows:

<b>Coverage</b>	<b>Premium Rate</b>
Health Benefits	
-per Employee	\$9999.99]
[-per Employee and spouse	\$9999.99
-per Employee and child(ren)	\$9999.99
-per Employee, spouse and child(ren)	\$9999.99]

[Carrier] has the right to prospectively change any premium rate(s) set forth above at the times and in the manner established by the provision **Premium Rate Changes** section of this Policy.



## **GENERAL PROVISIONS**

### **THE POLICY**

The entire Policy consists of:

- [a) the forms shown in the Policy Index as of the Effective Date;
- b)] the Policyholder's application, a copy of which is attached to this Policy;
- [c)] any riders, [endorsements] or amendments to this Policy and
- [d)] the individual applications, if any, of the persons covered.

### **STATEMENTS**

No statement will avoid the insurance under this Policy, or be used in defense of a claim hereunder unless:

- a) in the case of the Policyholder, it is contained in the application signed by the Policyholder; or
- b) in the case of a Covered Person, it is contained in a written instrument signed by the Covered Person, and a copy of which is furnished to the Covered Person.

All statements will be deemed representations and not warranties.

### **INCONTESTABILITY OF THIS POLICY**

There will be no contest of the validity of this Policy, except for not paying premiums, after it has been in force for 2 years from the Effective Date.

No statement in any application, except a fraudulent statement, made by the Policyholder or by a person insured under this Policy shall be used in contesting the validity of his or her insurance or in denying a claim for a loss incurred after such insurance has been in force for two years during the person's lifetime. Note: There is no time limit with respect to a contest in connection with fraudulent statements.

### **AMENDMENT**

This Policy may be amended, at any time, without the consent of the Covered Persons or of anyone else with a beneficial interest in it. This can be done through written request made by the Policyholder and agreed to by [Carrier]. [Carrier] may also make amendments to this Policy, as provided in b. and c. below. [Carrier] will give the Policyholder 30 days advance written notice. An amendment will not affect benefits for a service or supply furnished before the date of change.

Only an officer of [Carrier] has authority to waive any conditions or restrictions of this Policy; or to extend the time in which a premium may be paid; or to make or change a Policy; or to bind [Carrier] by a promise or representation or by information given or received.

No change in this Policy is valid unless the change is shown in one of the following ways:

- [a) It is shown in an endorsement on it signed by an officer of [Carrier].]

[b)] In the case of a change in this Policy that has been automatically made to satisfy the requirements of any state or federal law that applies to this Policy, as provided in the **Conformity With Law** section, it is shown in an amendment to it that is signed by an officer of [Carrier].

[c)] In the case of a change required by [Carrier], it is shown in an amendment to it that:

- is signed by an officer of [Carrier]; and
- is accepted by the Policyholder as evidenced by payment of a premium becoming due under this Policy on or after the Effective Date of such change.

[d)] In the case of a written request by the Policyholder for a change, it is shown in an amendment to it signed by the Policyholder and by an officer of [Carrier].

### **AFFILIATED COMPANIES**

If the Policyholder asks [Carrier] in writing to include an Affiliated Company under this Policy, and [Carrier] gives written approval for the inclusion, [Carrier] will treat Employees of that company like the Policyholder's Employees. [Carrier's] written approval will include the starting date of the company's coverage under this Policy. But each eligible Employee of that company must still meet all the terms and conditions of this Policy before becoming covered.

An Employee of the Policyholder and one or more Affiliated Companies will be considered an Employee of only one of those Employers for the purpose of this Policy. That Employee's service with multiple Employers will be treated as service with that one.

The Policyholder must notify [Carrier] in writing when a company stops being an Affiliated Company. As of this date, this Policy will be considered to end for Employees of that Employer. This applies to all of those Employees except those who, on the next day, are employed by the Policyholder or another Affiliated Company as eligible Employees.

### **PREMIUM AMOUNTS**

The premium due on each premium due date is the sum of the premium charges for the coverage then provided. Those charges are determined from the premium rates then in effect and the Employees [and Dependents] then covered.

#### **Premium Refunds**

If one or more of the premiums paid include charges for an Employee [and or Dependent] whose coverage has ended before the due date of that premium, any refund of premium will depend on whether the Employee contributed toward the premium payment or whether it was paid in full by the Policyholder.

If the Employee contributed toward the premium payment, [Carrier] will not refund the premium and coverage will continue in force through the end of the period for which premium has been contributed by the Employee.

If the premium was paid in full by the Policyholder, any refund of premium will depend on whether claims were incurred during the period of no more than two months for which

refund is requested. If no claims have been incurred [Carrier] will refund premiums paid for a maximum of two months prior to the date [Carrier] receives written notice from the Policyholder that the Employee's [and or Dependent's] coverage has ended. If claims have been incurred during the period prior to [Carrier's] receipt of written notice that the Employee [and Dependent's] coverage has ended, [Carrier] shall not be required to refund premium to the Policyholder.

### **PAYMENT OF PREMIUMS - GRACE PERIOD**

Premiums are to be paid by the Policyholder to [Carrier]. Each may be paid at a [Carrier's] office [or to one of its authorized agents.] A premium payment is due on each premium due date stated on the first page of this Policy. The Policyholder may pay each premium other than the first within 31 days of the premium due date without being charged interest. Those days are known as the grace period. The Policyholder is liable to pay premiums to [Carrier] for the time this Policy is in force.

### **[REINSTATEMENT]**

If the premium has not been paid before the end of the grace period, this Policy automatically terminates as of the last day of the grace period. The Policyholder may make written request to the [Carrier] that the Policy be reinstated. If the [Carrier] accepts the request for reinstatement, the Policyholder must pay all unpaid premiums back to the date premium was last paid. Such payment is subject to the premium rate then in effect and to [the payment of the reinstatement fee as established by the [Carrier.] [an interest charge, determined as a percentage of the unpaid amount.] The percentage will be determined by the [Carrier] but will not be more than the maximum percentage allowed by law.]

### **PREMIUM RATE CHANGES**

The premium rates in effect on the Effective Date are shown in this Policy's Schedule. [Carrier] has the right to prospectively change premium rates as of any of these dates:

- a) Any premium due date.
- b) Any date that an Employer becomes, or ceases to be, an Affiliated Company.
- c) Any date that the extent or nature of the risk under this Policy is changed:
  - by amendment of this Policy; or
  - by reason of any provision of law or any government program or regulation; or
  - if this Policy supplements or coordinates with benefits provided by an other insurer, non-profit hospital or medical service plan, or health maintenance organization, on any date [Carrier's] obligation under this Policy is changed because of a change in such other benefits.
- d) At the discovery of a clerical error or misstatement as described below.

[Carrier] will give the Policyholder 60 days advance written notice when a change in the premium rates is made.

### **PARTICIPATION REQUIREMENTS**

At least [75%] of the Employees eligible for insurance must be enrolled for coverage. (If an eligible Employee is not covered by this Policy because:

- a. the Employee is covered as a Dependent under a spouse's coverage, other than individual coverage;
- b. the Employee is covered under any fully-insured Health Benefits Plan [issued by the same carrier] offered by the Policyholder.
- c. the Employee is covered under Medicare;
- d. the Employee is covered under Medicaid or NJ FamilyCare; or
- e. the Employee is covered under another group health benefits plan.

[Carrier] will count this person as being covered by this Policy for the purposes of satisfying participation requirements.)

### **CLERICAL ERROR - MISSTATEMENTS**

Except as stated below, neither clerical error nor programming or systems error by the Policyholder, nor [Carrier] in keeping any records pertaining to coverage under this Policy, nor delays in making entries thereon, will invalidate coverage which would otherwise be in force, or continue coverage which would otherwise be validly terminated. Upon discovery of such error or delay, an appropriate adjustment of premiums will be made, as permitted by law.

Exception: If an Employee contributed toward the premium payment and coverage continued in force beyond the date it should have been validly terminated as a result of such error or delay, the continued coverage will remain in effect through the end of the period for which the Employee contributed toward the premium payment and no premium adjustment will be made.

Premium adjustments involving return of unearned premium to the Policyholder for such errors or delays will be made only if the Employee did not contribute toward the premium payment. Except as stated in the Premium Refunds section of the **Premium Amounts** provision, such return of premium will be limited to the period of 12 months preceding the date of [Carrier's] receipt of satisfactory evidence that such adjustments should be made.

If the age or gender of an Employee is found to have been misstated, and the premiums are thereby affected, an equitable adjustment of premiums will be made.

### **TERM OF THE POLICY - RENEWAL PRIVILEGE – TERMINATION**

This Policy is issued for a term of one (1) year from the Effective Date shown on the first page of this Policy. All Policy Years and Policy Months will be calculated from the Effective Date. Plan Years will be measured as stated in the definition of Plan Year. All periods of insurance hereunder will begin and end at 12:01 am. Eastern Standard Time at the Policyholder's place of business.

The Policyholder may renew this Policy for a further term of one (1) year, on the first and each subsequent Policy Anniversary. All renewals are subject to the payment of premiums then due, computed as provided in this Policy's **Premium Amounts** section and to the provisions stated below.

[Carrier] has the right to non-renew this Policy on the Policy Anniversary following the date the Policyholder no longer meets the requirements of a Small Employer as defined in this Policy. The Policyholder must certify to [Carrier] the Policyholder's status as a Small Employer every year. Certification must be given to [Carrier] within 10 days of the date [Carrier] requests it. If the Policyholder fails to do this, [Carrier] retains the right to non-renew this Policy as of the Policyholder's Policy Anniversary.

[Carrier] has the right to non-renew this Policy on the Policy Anniversary date following 180 days advance written notice to the Policyholder for the following reasons:

- a) subject to the statutory notification requirements, [Carrier] ceases to do business in the small group market;
- b) subject to the statutory notification requirements, [Carrier] ceases offering and non-renews a particular type of Health Benefits Plan in the small group market; or
- c) the Board terminates a standard plan or a standard plan option.

[Carrier] has the right to non-renew this Policy on the Policy Anniversary Date subject to 60 days advance written notice to the Policyholder for the following reasons:

- a) the Policyholder moves outside the state of New Jersey;
- b) less than [75%] of the Policyholder's eligible Employees are covered by this Policy. If an eligible Employee is not covered by this Policy because:
  1. the Employee is covered as a Dependent under a spouse's coverage, other than individual coverage; or
  2. the Employee is covered under any other Health Benefits Plan [issued by the same carrier] offered by the Policyholder,
  3. The Employee is covered under Medicare;
  4. The Employee is covered under Medicaid or NJ FamilyCare; or
  5. The Employee is covered under another group health benefits plan,[Carrier] will count that Employee as being covered by this Policy for purposes of satisfying participation requirements;
- c) the Policyholder does not contribute at least 10% of the annual cost of the Policy; or
- d) the Policyholder ceases membership in an association or multiple employer trust, but only if coverage is terminated uniformly, without regard to any Health Status-Related Factor relating to any Covered Person

If any premium is not paid by the end of its grace period, this Policy will automatically end when that period ends. The Policyholder may write to [Carrier], in advance, to ask that this Policy be ended at the end of the period for which premiums have been paid or at any time during the grace period. [Carrier] is not required to honor a request for a retroactive termination of this Policy. For prospective termination requests, this Policy will end on the date requested. The Policyholder is liable to pay premiums to [Carrier]

for the time this Policy is in force. [Carrier] shall give notice of the date of termination to the Policyholder no more than 30 days following the date of the termination.

Immediate cancellation will occur if the Policyholder has performed an act or practice that constitutes fraud, or made an intentional misrepresentation of material fact under the terms of this Policy. Please refer to the **Retroactive Termination of a Covered Person's Coverage** provision which also addresses the consequences of fraud or misrepresentation.

#### **RETROACTIVE TERMINATION OF A COVERED PERSON'S COVERAGE**

[Carrier] will not retroactively terminate a Covered Person's coverage under this Policy after coverage under this Policy take effect unless the Covered Person performs an act, practice, or omission that constitutes fraud, or unless the Covered Person makes an intentional misrepresentation of material fact. In the event of such fraud or material misrepresentation [Carrier] will provide at least 30 days advance written notice to each Covered Person whose coverage will be retroactively terminated.

If a Policyholder continues to pay the full premium for a Covered Person who is no longer eligible to be covered the Policyholder may request a refund of premium as explained in the Premium Refunds provision. If [Carrier] refunds premium to the Policyholder the refund will result in the retroactive termination of the Covered Person's coverage. The retroactive termination date will be the end of the period for which premium remains paid. Coverage will be retroactively terminated for the period for which premium is refunded.

#### **[DIVIDENDS]**

[Carrier] will determine the share, if any, of its divisible surplus allocable to this Policy as of each Policy Anniversary, if this Policy stays in force by the payment of all premiums to that date. The share will be credited to this Policy as a dividend as of that date.

Each dividend will be paid to the Policyholder in cash unless the Policyholder asks that it be applied toward the premium then due or future premiums due.

[Carrier's] sole liability as to any dividend is as set forth above.

If the aggregate dividends under this Policy and any other policy(ies) of the Policyholder exceed the aggregate payments towards their cost made from the Policyholder's own funds, the Policyholder will see that an amount equal to the excess is applied for the benefit of Covered Persons.]

#### **EMPLOYEE'S CERTIFICATE**

[Carrier] will give the Policyholder an individual certificate of coverage to give each covered Employee. It will describe the Employee's coverage under this Policy. It will include:

- a) to whom [Carrier] pays benefits,
- b) any protection and rights when the coverage ends, and
- c) claim rights and requirements.

In the event this Policy is amended, and such amendment affects the material contained in the certificate of coverage, a rider or revised certificate reflecting such amendment will be issued to the Policyholder for delivery to affected Employees.

### **OFFSET**

[Carrier] reserves the right, before paying benefits to a Covered Person, to use the amount of payment due to offset a claims payment previously made in error.

### **CONTINUING RIGHTS**

[Carrier's] failure to apply terms or conditions does not mean that [Carrier] waives or gives up any future rights under this Policy.

### **ASSIGNMENT BY POLICYHOLDER**

Assignment or transfer of the interest of the Policyholder under this Policy will not bind [Carrier] without [Carrier's] written consent thereto.

### **CONFORMITY WITH LAW**

Any provision of this Policy which is in conflict with the laws of the state in which the Policy is issued, or with Federal law, shall be construed and applied as if it were in full compliance with the minimum requirements of such State law or Federal law.

### **LIMITATION OF ACTIONS**

No action at law or in equity shall be brought to recover on this Policy until 60 days after a Covered Person files written proof of loss. No such action shall be brought more than three years after the, end of the time within which proof of loss is required.

### **WORKERS' COMPENSATION**

The health benefits provided under this Policy are not in place of, and do not affect requirements for, coverage by Workers' Compensation.

### **NOTICES AND OTHER INFORMATION**

Any notices, documents, or other information under this Policy may be sent by United States mail, postage prepaid, addressed as follows:

If to [Carrier]: To the last address on record with the Policyholder.

If to a Covered Person: To the last address provided by the Covered Person on an enrollment or change of address form actually delivered to [Carrier].

If to the Policyholder: To the last address of the Policyholder on record with [Carrier].

## **RECORDS - INFORMATION TO BE FURNISHED**

[Carrier] will keep a record of the Covered Persons. It will contain key facts about their coverage.

At the times set by [Carrier], the Policyholder will send the data required by [Carrier] to perform its duties under this Policy, and to determine the premium rates and certify status as a Small Employer. All records of the Policyholder which bear on this Policy must be open to [Carrier] for its inspection at any reasonable time.

[Carrier] will not have to perform any duty that depends on such data before it is received in a form that satisfies [Carrier]. The Policyholder may correct incorrect data given to [Carrier], if [Carrier] has not been harmed by acting on it. A person's coverage under this Policy will not be made invalid by failure of the Policyholder, due to clerical error, to record or report the Employee for coverage.

The Policyholder will furnish [Carrier] the Employee [and Dependents] eligibility requirements of this Policy that apply on the Effective Date. Subject to [Carrier's] approval, those requirements will apply to the Employee[ and Dependent] coverage under this Policy. The Policyholder will notify [Carrier] of any change in the eligibility requirements of this Policy, but no such change will apply to the Employee[ or Dependent] coverage under this Policy unless approved in advance by [Carrier].

The Policyholder will notify [Carrier] of any event, including a change in eligibility, that causes termination of a Covered Person's coverage immediately, or in no event later than the last day of the month in which the event occurs. The liability of [Carrier] to arrange or provide benefits for a person ceases when the person's coverage ends under this Policy. [If the Policyholder fails to notify [Carrier] as provided above, [Carrier] will be entitled to reimbursement from the Policyholder of any benefits paid to any person after the person's coverage should have ended.]



## **CLAIMS PROVISIONS**

A claimant's right to make a claim for any benefits provided by this Policy is governed as follows:

### **[NOTICE OF LOSS**

A claimant should send a written notice of claim to [Carrier] within 20 days of a loss. No special form is required to do this. The notice need only identify the claimant and the Policyholder.

When [Carrier] receives the notice, it will send a proof of claim form to the claimant. The claimant should receive the proof of claim form within 15 days of the date [Carrier] received the notice of claim. If the form is received within such time, it should be completed, as instructed, by all persons required to do so. Additional proof, if required, should be attached to the form. If the form is not received within such time, the claimant may provide written proof of claim to [Carrier] on any reasonable form. Such proof must state the date the Injury or Illness began and the nature and extent of the loss.]

### **PROOF OF LOSS**

Proof of loss must be sent to [Carrier] within 90 days of the loss.

If a notice or proof is sent later than 90 days of the loss, [Carrier] will not deny or reduce a claim if the notice or proof was sent as soon as possible.

### **PAYMENT OF CLAIMS**

[Carrier] will pay all benefits to which the claimant is entitled as soon as [Carrier] receives written proof of loss. All benefits will be paid as they accrue. Any benefits unpaid at the Covered Person's death will be paid as soon as [Carrier] receives due proof of the death to one of the following:

- a) his or her estate;
- b) his or her spouse;
- c) his or her parents;
- d) his or her children;
- e) his or her brothers and sisters; or
- f) any unpaid provider of health care services.

When an Employee files proof of loss, he or she may direct [Carrier], in writing, to pay health care benefits to the recognized provider of health care who provided the covered service for which benefits became payable. [[Carrier] may honor such direction at [Carrier's] option.] [For covered services from an eligible Facility or Practitioner, [Carrier] will determine to pay either the Covered Person or the Facility or the Practitioner.] The Employee may not assign his or her right to take legal action under this Policy to such provider.

### **PHYSICAL EXAMS**

[Carrier], at its expense, has the right to examine the insured. This may be done as often as reasonably needed to process a claim. [Carrier] also has the right to have an autopsy performed, at its expense.

## **[PLANHOLDERS]**

The Policyholder is the Trustee named by a trust agreement. This agreement permits certain Employers to insure their Employees for the benefits provided by this Policy. Employers who do so are Planholders.

The Policyholder acts for the Planholders in all matters of this Policy. Such actions bind all Planholders.

### **How an Employer becomes a Planholder**

An Employer must submit a signed application in which he:

- a) agrees to participate in the trust, and
- b) applies for the insurance provided by this Policy for his Employees.

### **When an Employer becomes a Planholder**

The Policyholder and [Carrier] will agree on the date an Employer becomes a Planholder. This date will be stated in writing by [Carrier].

### **When an Employer ceases to be a Planholder**

The Policyholder can end an Employer's status as a Planholder. To do so, he or she must give [Carrier] 30 days advance written notice.

[Carrier] can end insurance for a Planholder. To do so, it must give the Policyholder 30 days advance written notice.

### **Data needed**

The Policyholder must provide [Carrier] with all the data needed to compute premiums and carry out the terms of this Policy. [Carrier] can examine the records of the Policyholder and each Planholder at any reasonable time.]

**[Note:** This text, which may be modified by each carrier in order to accommodate various trust agreements, is only to be used if coverage is to be issued through a Multiple Employer Trust (MET)]

## DEFINITIONS

**The words shown below have special meanings when used in this Policy. Please read these definitions carefully. [Throughout this Policy, these defined terms appear with their initial letter capitalized.]**

**Accredited School** means a school accredited by a nationally recognized accrediting association, such as one of the following regional accrediting agencies: Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, North Central Association of Colleges and Schools, Northwest Association of Schools and Colleges, Southern Association of Colleges and Schools, or Western Association of Schools and Colleges. An accredited school also includes a proprietary institution approved by an agency responsible for issuing certificates or licenses to graduates of such an institution.

**[Actively at Work or Active Work** means performing, doing, participating or similarly functioning in a manner usual for the task for full pay, at the Policyholder's place of business, or at any other place that the Policyholder's business requires the Employee to go.]

**Affiliated Company** means a company as defined in subsections (b), (c), (m) or (o) of section 414 of the Internal Revenue Code of 1986. All entities that meet the criteria set forth in the Internal Revenue Code shall be treated as one employer.

**Allowed Charge** means an amount that is not more than the [lesser of:  
• the] allowance for the service or supply as determined by [Carrier], based on a standard approved by the Board[; or  
[• the negotiated fee schedule.]

The Board will decide a standard for what is an Allowed Charge under this Policy. For charges that are not determined by a negotiated fee schedule, the [Covered Person] may be billed for the difference between the Allowed Charge and the charge billed by the Provider.

Please note: The Coordination of Benefits and Services provision includes a distinct definition of Allowed Charge.

**Ambulance** means a certified transportation vehicle for transporting Ill or Injured people that contains all life-saving equipment and staff as required by state and local law.

**Ambulatory Surgical Center** means a Facility mainly engaged in performing Outpatient Surgery. It must:

- a) be staffed by Practitioners and Nurses, under the supervision of a Practitioner;
- b) have permanent operating and recovery rooms;
- c) be staffed and equipped to give emergency care; and
- d) have written back-up arrangements with a local Hospital for emergency care.

[Carrier] will recognize it if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a) accredited for its stated purpose by either the Joint Commission or the Accreditation Association for Ambulatory Care; or
- b) approved for its stated purpose by Medicare.

[Carrier] does not recognize a Facility as an Ambulatory Surgical Center if it is part of a Hospital.

**Anniversary Date** means the date which is one year from the Effective Date of this Policy and each succeeding yearly date thereafter.

**Birthing Center** means a Facility which mainly provides care and treatment for women during uncomplicated pregnancy, routine full-term delivery, and the immediate post-partum period. It must:

- a) provide full-time Skilled Nursing Care by or under the supervision of Nurses;
- b) be staffed and equipped to give emergency care; and
- c) have written back-up arrangements with a local Hospital for emergency care.

[Carrier] will recognize it if:

- a) it carries out its stated purpose under all relevant state and local laws; or
- b) it is approved for its stated purpose by the Accreditation Association for Ambulatory Care; or
- c) it is approved for its stated purpose by Medicare.

[Carrier] does not recognize a Facility as a Birthing Center if it is part of a Hospital.

**Board** means the Board of Directors of the New Jersey Small Employer Health Benefits Program.

**Calendar Year** means each successive 12-month period which starts on January 1 and ends on December 31.

**Cash Deductible** means the amount of Covered Charges that a Covered Person must pay before this Policy pays any benefits for such charges. Cash Deductible does not include Coinsurance, Copayments and Non-Covered Charges. See the **Cash Deductible** section of this Policy for details.

**Church Plan** has the same meaning given that term under Title I, section 3 of Pub.L.93-406, the “Employee Retirement Income Security Act of 1974”

**Coinsurance** means the percentage of a Covered Charge that must be paid by a Covered Person. Coinsurance does not include Cash Deductibles, Copayments or Non-Covered Charges.

**Copayment** means a specified dollar amount a Covered Person must pay for specified Covered Charges.

**Cosmetic Surgery or Procedure** means any surgery or procedure which involves physical appearance, but which does not correct or materially improve a physiological function and is not Medically Necessary and Appropriate.

**Covered Charges** are Allowed Charges for the types of services and supplies described in the **Covered Charges** and **Covered Charges with Special Limitations** section of this Policy. The services and supplies must be:

- a) furnished or ordered by a recognized health care Provider; and
- b) Medically Necessary and Appropriate to diagnose or treat an Illness or Injury.

A Covered Charge is incurred on the date the service or supply is furnished. Subject to all of the terms of this Policy, [Carrier] pays benefits for Covered Charges incurred by a Covered Person while he or she is insured by this Policy. Read this entire Policy to find out what [Carrier] limits or excludes.

**Covered Person** means an eligible Employee or [a Dependent] who is insured under this Policy.

**Creditable Coverage** means, with respect to an Employee [or Dependent], coverage of the Employee [or Dependent] under any of the following: a Group Health Plan; a group or individual Health Benefits Plan; Part A or Part B of Title XVIII of the federal Social Security Act (Medicare); Title XIX of the federal Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of Title XIX of the federal Social Security Act (the program for distribution of pediatric vaccines); Title XXI of the Social Security Act (State Children's Health Insurance Program), chapter 55 of Title 10, United States Code (medical and dental care for members and certain former members of the uniformed services and their dependents); a medical care program of the Indian Health Service or of a tribal organization; a state health benefits risk pool; a health plan offered under chapter 89 of Title 5, United States Code; a Public Health Plan as defined by federal regulation; a health benefits plan under section 5(e) of the "Peace Corps Act"; or coverage under any other type of plan as set forth by the Commissioner of Banking and Insurance by regulation.

Creditable Coverage does not include coverage which consists solely of the following: coverage only for accident or disability income insurance, or any combination thereof; coverage issued as a supplement to liability insurance; liability insurance, including general liability insurance and automobile liability insurance; workers' compensation or similar insurance; automobile medical payment insurance; credit only insurance; coverage for on-site medical clinics; coverage as specified in federal regulation, under which benefits for medical care are secondary or incidental to the insurance benefits; and other coverage expressly excluded from the definition of Health Benefits Plan.

**Current Procedural Terminology (C.P.T.)** means the most recent edition of an annually revised listing published by the American Medical Association which assigns numerical codes to procedures and categories of medical care.

**Custodial Care** means any service or supply, including room and board, which:

- a) is furnished mainly to help a person meet his or her routine daily needs; or
- b) can be furnished by someone who has no professional health care training or skills.

Even if a Covered Person is in a Hospital or other recognized Facility, [Carrier] does not pay for that part of the care which is mainly custodial.

**[Dependent** means an Employee's:

- a) legal spouse which shall include a civil union partner pursuant to P.L. 2006, c. 103 as well as same sex relationships legally recognized in other jurisdictions when such relationships provide substantially all of the rights and benefits of marriage. [and domestic partner pursuant to P.L. 2003, c. 246]; except that legal spouse shall be limited to spouses of a marriage as marriage is defined in the Federal Defense of Marriage Act, 1 U.S.C.A. 7, with respect to
  - the provisions of the Policy regarding continuation rights required by the Federal Consolidated Omnibus Reconciliation Act of 1986 (COBRA), Pub. L. 99-272, as subsequently amended. (Neither domestic partners nor civil union partners have COBRA rights. ) and
  - The provisions of this Policy regarding Medicare Eligibility by Reason of Age and Medicare Eligibility by Reason of Disability.
- b) Dependent child who is under age 26.

Under certain circumstances, an incapacitated child is also a Dependent. See the **Dependent Coverage** section of this Policy.

An Employee's "Dependent child" includes:

- a) his or her legally adopted children,
- b) his or her step-child, [and]
- c) the child of his or her civil union partner, [and]
- d) [the child of his or her domestic partner , and]
- e) children under a court appointed guardianship.

[Carrier] treats a child as legally adopted from the time the child is placed in the home for purpose of adoption. [Carrier] treats such a child this way whether or not a final adoption order is ever issued.]

**[Dependent's Eligibility Date** means the later of:

- a) the Employee's Eligibility Date; or
- b) the date the person first becomes a Dependent.]

**Developmental Disability or Developmentally Disabled** means a severe, chronic disability that:

- a) is attributable to a mental or physical impairment or a combination of mental and physical impairments;
- b) is manifested before the [Covered Person] attains age 26;
- c) is likely to continue indefinitely;
- d) results in substantial functional limitations in three or more of the following areas of major life activity: self-care; receptive and expressive language; learning; mobility; self-direction; capacity for independent living; economic self-sufficiency;
- e) reflects the [Covered Person's] need for a combination and sequence of special interdisciplinary or generic care, treatment or other services which are of lifelong or of extended duration and are individually planned and coordinated. Developmental disability includes but is not limited to severe disabilities attributable to mental retardation, autism, cerebral palsy, epilepsy, spina-bifida and other neurological impairments where the above criteria are met.

**Diagnostic Services** means procedures ordered by a recognized Provider because of specific symptoms to diagnose a specific condition or disease. Some examples are:

- a) radiology, ultrasound and nuclear medicine;
- b) laboratory and pathology; and
- c) EKGs, EEGs and other electronic diagnostic tests.

Except as allowed under the Preventive Care Covered Charge, Diagnostic Services are not covered under this Policy if the procedures ordered as part of a routine or periodic physical examination or screening examination.

**Discretion / Determination / Determine** means the [Carrier's] sole right to make a decision or determination. The decision will be applied in a reasonable and non-discriminatory manner.

**Durable Medical Equipment** is equipment which is:

- a) designed and able to withstand repeated use;
- b) primarily and customarily used to serve a medical purpose;
- c) generally not useful to a Covered Person in the absence of an Illness or Injury; and
- d) suitable for use in the home.

Some examples are walkers, wheelchairs, hospital-type beds, breathing equipment and apnea monitors.

Among other things, Durable Medical Equipment does not include adjustments made to vehicles, air conditioners, air purifiers, humidifiers, dehumidifiers, elevators, ramps, stair glides, Emergency Alert equipment, handrails, heat appliances, improvements made to the home or place of business, waterbeds, whirlpool baths and exercise and massage equipment.



**Effective Date** means the date on which coverage begins under this Policy for the Policyholder, or the date coverage begins under this Policy for an Employee [or Dependent], as the context in which the term is used suggests.

**Emergency** means a medical condition manifesting itself by acute symptoms of sufficient severity including, but not limited to, severe pain, psychiatric disturbances and/or symptoms of Substance Abuse such that a prudent layperson, who possesses an average knowledge of health and medicine, could expect the absence of immediate medical attention to result in: placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; serious impairment to bodily functions; or serious dysfunction of a bodily organ or part. With respect to a pregnant woman who is having contractions, an emergency exists where: there is inadequate time to effect a safe transfer to another Hospital before delivery; or the transfer may pose a threat to the health or safety of the woman or unborn child.

**Employee** means a Full-Time bona-fide Employee (25 hours per week) of the Policyholder. Partners, Proprietors, and independent contractors will be treated like Employees, if they meet all of this Policy's conditions of eligibility. Employees who work on a temporary or substitute basis or who are participating in an employee welfare arrangement established pursuant to a collective bargaining agreement are not considered to be Employees for the purpose of this Policy.

**Employee's Eligibility Date** means the later of:

- a) the date of employment; or
- b) [the day] after any applicable waiting period ends.

**Employer** means [ABC Company].

**Enrollment Date** means, with respect to a Covered Person, the Effective Date or, if earlier, the first day of any applicable waiting period. If an Employee changes plans or if the Employer transfers coverage to another carrier, the Covered Person's Enrollment Date does not change.

**Experimental or Investigational** means [Carrier] determines a service or supply is:

- a) not of proven benefit for the particular diagnosis or treatment of a particular condition; or
- b) not generally recognized by the medical community as effective or appropriate for the particular diagnosis or treatment of a particular condition; or
- c) provided or performed in special settings for research purposes or under a controlled environment or clinical protocol.

Unless otherwise required by law with respect to drugs which have been prescribed for treatment for which the drug has not been approved by the United States Food and Drug Administration (FDA), [Carrier] will not cover any services or supplies, including

treatment, procedures, drugs, biological products or medical devices or any hospitalizations in connection with Experimental or Investigational services or supplies.

[Carrier] will also not cover any technology or any hospitalization primarily to receive such technology if such technology is obsolete or ineffective and is not used generally by the medical community for the particular diagnosis or treatment of a particular condition.

Governmental approval of technology is not necessarily sufficient to render it of proven benefit or appropriate or effective for a particular diagnosis or treatment of a particular condition, as explained below.

[Carrier] will apply the following five criteria in determining whether services or supplies are Experimental or Investigational:

a) Any medical device, drug, or biological product must have received final approval to market by the FDA for the particular diagnosis or condition. Any other approval granted as an interim step in the FDA regulatory process, e.g., an Investigational Device Exemption or an Investigational New Drug Exemption, is not sufficient. Once FDA approval has been granted for a particular diagnosis or condition, use of the medical device, drug or biological product for another diagnosis or condition will require that one or more of the following established reference compendia:

1. The American Hospital Formulary Service Drug Information; or
2. The United States Pharmacopoeia Drug Information

recognize the usage as appropriate medical treatment. As an alternative to such recognition in one or more of the compendia, the usage of the drug will be recognized as appropriate if it is recommended by a clinical study or recommended by a review article in a major peer-reviewed professional journal. A medical device, drug, or biological product that meets the above tests will not be considered Experimental or Investigational.

In any event, any drug which the Food and Drug Administration has determined to be contraindicated for the specific treatment for which the drug has been prescribed will be considered Experimental or Investigational.

b) Conclusive evidence from the published peer-reviewed medical literature must exist that the technology has a definite positive effect on health outcomes; such evidence must include well-designed investigations that have been reproduced by non affiliated authoritative sources, with measurable results, backed up by the positive endorsements of national medical bodies or panels regarding scientific efficacy and rationale;

c) demonstrated evidence as reflected in the published peer-reviewed medical literature must exist that over time the technology leads to improvement in health outcomes, i.e., the beneficial effects outweigh any harmful effects;

d) Proof as reflected in the published peer-reviewed medical literature must exist that the technology is at least as effective in improving health outcomes as established technology, or is usable in appropriate clinical contexts in which established technology is not employable; and

e) Proof as reflected in the published peer-reviewed medical literature must exist that improvements in health outcomes; as defined item c. above, is possible in standard conditions of medical practice, outside clinical investigatory settings.

**Extended Care Center** means a Facility which mainly provides full-time Skilled Nursing Care for Ill or Injured people who do not need to be in a Hospital. [Carrier] will recognize it if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a) accredited for its stated purpose by the Joint Commission; or
- b) approved for its stated purpose by Medicare. In some places, an "Extended Care Center" may be called a "Skilled Nursing Facility."

**Facility** means a place [Carrier] is required by law to recognize which:

- a) is properly licensed, certified, or accredited to provide health care under the laws of the state in which it operates; and
- b) provides health care services which are within the scope of its license, certificate or accreditation.

**Full-Time** means a normal work week of 25 or more hours. Work must be at the Policyholder's regular place of business or at another place to which an Employee must travel to perform his or her regular duties for his or her full and normal work hours.

**Government Hospital** means a Hospital operated by a government or any of its subdivisions or agencies, including but not limited to a Federal, military, state, county or city Hospital.

**Group Health Plan** means an employee welfare benefit plan, as defined in Title I of section 3 of Pub.L.93-406, the "Employee Retirement Income Security Act of 1974" (ERISA) (29 U.S.C. § 1002(1)) to the extent that the plan provides medical care and includes items and services paid for as medical care to employees or their dependents directly or through insurance, reimbursement or otherwise.

**Health Benefits Plan** means any hospital and medical expense insurance policy or certificate; health, hospital, or medical service corporation contract or certificate; or health maintenance organization subscriber contract or certificate delivered or issued for delivery in New Jersey by any carrier to a Small Employer group pursuant to section 3 of P.L. 1992. c. 162 (C. 17B: 27A-19) or any other similar contract, policy, or plan issued to a Small Employer, not explicitly excluded from the definition of a health benefits plan. Health Benefits Plan does not include one or more, or any combination of the following: coverage only for accident or disability income insurance, or any combination thereof; coverage issued as a supplement to liability insurance; liability insurance, including general liability insurance and automobile liability insurance; workers' compensation or similar insurance; automobile medical payment insurance; credit-only insurance; coverage for on-site medical clinics; and other similar insurance coverage, as specified in federal regulations, under which benefits for medical care are secondary or incidental to other insurance benefits. Health Benefits Plans shall not include the following benefits if

they are provided under a separate policy, certificate or contract of insurance or are otherwise not an integral part of the plan: limited scope dental or vision benefits; benefits for long term care, nursing home care, home health care, community based care, or any combination thereof; and such other similar, limited benefits as are specified in federal regulations. Health Benefits Plan shall not include hospital confinement indemnity coverage if the benefits are provided under a separate policy, certificate or contract of insurance, there is no coordination between the provision of the benefits and any exclusion of benefits under any group Health Benefits Plan maintained by the same Plan Sponsor, and those benefits are paid with respect to an event without regard to whether benefits are provided with respect to such an event under any Group Health Plan maintained by the same Plan Sponsor. Health Benefits Plan shall not include the following if it is offered as a separate policy, certificate or contract of insurance: Medicare supplemental health insurance as defined under section 1882(g)(1) of the federal Social Security Act; and coverage supplemental to the coverage provided under chapter 55 of Title 10, United States Code; and similar supplemental coverage provided to coverage under a Group Health Plan.

**Health Status-Related Factor** means any of the following factors: health status; medical condition, including both physical and mental illness; claims experience; receipt of health care; medical history; genetic information; evidence of insurability, including conditions arising out of acts of domestic violence; and disability.

**Home Health Agency** means a Provider which provides Skilled Nursing Care for Ill or Injured people in their home under a home health care program designed to eliminate Hospital stays. [Carrier] will recognize it if it is licensed by the state in which it operates, or it is certified to participate in Medicare as a Home Health Agency.

**Hospice** means a Provider which provides palliative and supportive care for terminally Ill or terminally Injured people under a hospice care program. [Carrier] will recognize a hospice if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a) approved for its stated purpose by Medicare; or
- b) it is accredited for its stated purpose by either the Joint Commission or the National Hospice Organization.

**Hospital** means a Facility which mainly provides Inpatient care for Ill or Injured people. [Carrier] will recognize it if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a) accredited as a Hospital by the Joint Commission; or
- b) approved as a Hospital by Medicare.

Among other things, a Hospital is not a convalescent home, rest or nursing Facility, or a Facility, or part of it, which mainly provides Custodial Care, educational care or rehabilitative care. A Facility for the aged or substance abusers is also not a Hospital.

**Illness or Ill** means a sickness or disease suffered by a Covered Person or a description of a Covered person suffering from a sickness or disease.

**[Initial Dependent]** means those eligible Dependents an Employee has at the time he or she first becomes eligible for Employee coverage. If at the time the Employee does not have any eligible Dependents, but later acquires them, the first eligible Dependents he or she acquires are his or her Initial Dependents.]

**Injury or Injured** means all damage to a Covered Person's body, and all complications arising from that damage or a description of a Covered Person suffering from such damage.

**Inpatient** means a Covered Person who is physically confined as a registered bed patient in a Hospital or other recognized health care Facility or services and supplies provided in such settings.

**Joint Commission** means the Joint Commission on the Accreditation of Health Care Organizations.

**Late Enrollee** means an eligible Employee [or Dependent] who requests enrollment under this Policy more than [30] days after first becoming eligible. However, an eligible Employee [or Dependent] will not be considered a Late Enrollee under certain circumstances. See the **Employee Coverage** [and **Dependent Coverage**] section[s] of this Policy.

**Medically Necessary and Appropriate** means that a service or supply is provided by a recognized health care Provider, and [Carrier] determines at its Discretion, that it is:

- a) necessary for the symptoms and diagnosis or treatment of the condition, Illness or Injury;
- b) provided for the diagnosis, or the direct care and treatment, of the condition, Illness or Injury;
- c) in accordance with generally accepted medical practice;
- d) not for the convenience of a Covered Person;
- e) the most appropriate level of medical care the Covered Person needs;
- f) furnished within the framework of generally accepted methods of medical management currently used in the United States.

The fact that an attending Practitioner prescribes, orders, recommends or approves the care, the level of care, or the length of time care is to be received, does not make the services Medically Necessary and Appropriate.

**Medicaid** means the health care program for the needy provided by Title XIX of the United States Social Security Act, as amended from time to time.

**Medicare** means Parts A and B of the health care program for the aged and disabled provided by Title XVIII of the United States Social Security Act, as amended from time to time.

**Mental Illness** means a behavioral, psychological or biological dysfunction. Mental illness includes a biologically-based mental illness as well as a mental illness that is not biologically-based. With respect to mental illness that is biologically based, mental illness means a condition that is caused by a biological disorder of the brain and results in a clinically significant or psychological syndrome or pattern that substantially limits the functioning of the person with the illness, including but not limited to: schizophrenia; schizoaffective disorder; major depressive disorder; bipolar disorder; paranoia and other psychotic disorders; obsessive-compulsive disorder; panic disorder and pervasive developmental disorder or autism.

The current edition of the Diagnostic and Statistical Manual of Mental Conditions of the American Psychiatric Association may be consulted to identify conditions that are considered mental illness.

[**Newly Acquired Dependent** means an eligible Dependent an Employee acquires after he or she already has coverage in force for Initial Dependents.]

**Nicotine Dependence Treatment** means “Behavioral Therapy,” as defined below, and Prescription Drugs which have been approved by the U.S. Food and Drug Administration for the management of nicotine dependence.

For the purpose of this definition, covered “Behavioral Therapy” means motivation and behavior change techniques which have been demonstrated to be effective in promoting nicotine abstinence and long term recovery from nicotine addiction.

**Non-Covered Charges** are charges which do not meet this Policy's definition of Covered Charges, or which exceed any of the benefit limits shown in this Policy, or which are specifically identified as Non-Covered Charges or are otherwise not covered by this Policy.

**Nurse** means a registered nurse or licensed practical nurse, including a nursing specialist such as a nurse mid-wife or nurse anesthetist, who:

- a) is properly licensed or certified to provide medical care under the laws of the state where he or she practices; and
- b) provides medical services which are within the scope of his or her license or certificate and are covered by this Policy.

**Outpatient** means a Covered Person who is **not** confined as a registered bed patient in a Hospital or recognized health care Facility and is not an Inpatient; or services and supplies provided in such Outpatient settings.

**Period of Confinement** means consecutive days of Inpatient services provided to an Inpatient or successive Inpatient confinements due to the same or related causes, when discharge and re-admission to a recognized Facility occurs within 90 days or less. [Carrier] determines if the cause(s) of the confinements are the same or related.

**Plan** means the [Carrier's] group health benefit plan purchased by the Employer. [Note: If the "Planholder" definition is employed, references in this Policy to "Policy" should be changed to read "Plan"]

**Planholder** means the Employer who purchased this group health benefit plan. [Note: If the "Planholder" definition is employed, references in this Policy to "Policyholder" should be changed to read "Planholder"]

**Plan Sponsor** has the meaning given that term under Title I, section 3 of Pub.L.93-406, the "Employee Retirement Income Security Act of 1974" (ERISA) (29 U.S.C. § 1002(16)(B)). That is:

- a) the Small Employer in the case of an employee benefit plan established or maintained by a single employer;
- b) the employee organization in the case of a plan established or maintained by an employee organization; or
- c) in the case of a plan established or maintained by two or more employers or jointly by one or more employers and one or more employee organizations, the association, committee, joint board of trustees, or other similar group of representatives of the parties who establish or maintain the plan.

**Plan Year** means the year that is designated as the plan year in the plan document of a Group Health Plan, except if the plan document does not designate a plan year or if there is no plan document, the Plan Year is a Calendar Year.

**Podiatric Care** means treatment of illness or deformity below the ankle, but does not include dislocations or fractures of the foot.

**Policy** means this group policy, including the application and any riders, amendments, or endorsements, between the Employer and [Carrier].

**Policyholder** means the Employer who purchased this Policy.

**Practitioner** means a person [Carrier] is required by law to recognize who:

- a) is properly licensed or certified to provide medical care under the laws of the state where he or she practices; and
- b) provides medical services which are within the scope of his or her license or certificate.

**Pre-Approval or Pre-Approved** means the [Carrier's] approval using paper or electronic means for specified services and supplies prior to the date charges are incurred. [Carrier] will reduce benefits by 50% with respect to charges for treatment, services and supplies which require Pre-Approval and are not Pre-Approved by [Carrier] provided that benefits would otherwise be payable under this Policy.

**Pre-Existing Condition** means for a Covered Person who is age 19 or older, an illness or injury which manifests itself in the six months before a Covered Person's Enrollment

Date, and for which medical advice, diagnosis, care, or treatment was recommended or received during the six months immediately preceding the Enrollment Date.

**Pre-Existing Condition Limitation** means, with respect to coverage of a Covered Person who is age 19 or older, a limitation or exclusion of benefits relating to a condition based on the fact that the condition was present before the Enrollment Date, whether or not any medical advice, diagnosis, care, or treatment was recommended or received before that date. Genetic information will not be treated as a Pre-Existing Condition in the absence of a diagnosis of the condition related to that information. Pregnancy will not be treated as a Pre-Existing Condition

**Prescription Drugs** are drugs, biologicals and compound prescriptions which are sold only by prescription and which are required to show on the manufacturer's label the words: "Caution-Federal Law Prohibits Dispensing Without a Prescription" or other drugs and devices as determined by [Carrier], such as insulin.

**Preventive Care** means charges for routine physical examinations, including related laboratory tests and x-rays, immunizations and vaccines, well baby care, pap smears, mammography, screening tests, bone density tests and Nicotine Dependence Treatment.

**Private Duty Nursing** means Skilled Nursing Care for Covered Persons who require individualized continuous Skilled Nursing Care provided by a registered nurse or a licensed practical nurse.

**Public Health Plan** means any plan established or maintained by a State, the U.S. government, a foreign country, or any political subdivision of a State, the U.S. government, or a foreign country that provides health coverage to individuals who are enrolled in the plan.

**Provider** means a recognized Facility or Practitioner of health care in accordance with the terms of this Policy.

[**Referral** means specific direction or instructions from a Covered Person's Primary Care Physician [or care manager] in conformance with [Carrier's] policies and procedures that direct a Covered Person to a Facility or Practitioner for health care.]

**Rehabilitation Center** means a Facility which mainly provides therapeutic and restorative services to Ill or Injured people. [Carrier] will recognize it if it carries out its stated purpose under all relevant state and local laws, and it is either:

- a) accredited for its stated purpose by either the Joint Commission or the Commission on Accreditation for Rehabilitation Facilities; or
- b) approved for its stated purpose by Medicare.

In some places a Rehabilitation Center is called a "rehabilitation hospital."



**Routine Foot Care** means the cutting, debridement, trimming, reduction, removal or other care of corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain, dystrophic nails, excrescences, helomas, hyperkeratosis, hypertrophic nails, non-infected ingrown nails, deratomas, keratosis, onychia, onychocryptosis, tylomas or symptomatic complaints of the feet. Routine Foot Care also includes orthopedic shoes, foot orthotics and supportive devices for the foot.

**Routine Nursing Care** means the appropriate nursing care customarily furnished by a recognized Facility for the benefit of its Inpatients.

**Schedule** means the **Schedule of Insurance and Premium Rates** contained in this Policy.

**Skilled Nursing Care** means services which are more intensive than Custodial Care, are provided by a registered nurse or licensed practical nurse, and require the technical skills and professional training of a registered nurse or licensed practical nurse.

**Skilled Nursing Facility** (see Extended Care Center.)

**Small Employer** means, in connection with a Group Health Plan with respect to a Calendar Year and a Plan Year, any person, firm, corporation, partnership, or political subdivision that is actively engaged in business that employed an average of at least two but not more than 50 eligible Employees on business days during the preceding Calendar Year and who employs at least two eligible Employees on the first day of the Plan Year, and the majority of the eligible Employees are employed in New Jersey. All persons treated as a single employer under subsection (b), (c), (m) or (o) of section 414 of the Internal Revenue Code of 1986 shall be treated as one employer. In the case of an employer that was not in existence during the preceding Calendar Year, the determination of whether the employer is a small or large employer shall be based on the average number of eligible Employees that it is expected that the employer will employ on business days in the current Calendar Year.

**Special Care Unit** means a part of a Hospital set up for very ill patients who must be observed constantly. The unit must have a specially trained staff. And it must have special equipment and supplies on hand at all times. Some types of Special Care Units are:

- a) intensive care units;
- b) cardiac care units;
- c) neonatal care units; and
- d) burn units.

**Substance Abuse** means abuse of or addiction to drugs or alcohol.

**Supplemental Limited Benefit Insurance** means insurance that is provided in addition to a Health Benefits Plan on an indemnity non-expense incurred basis.

**Surgery** means:

- a) the performance of generally accepted operative and cutting procedures, including surgical diagnostic procedures, specialized instrumentations, endoscopic examinations, and other invasive procedures;
- b) the correction of fractures and dislocations;
- c) reasonable and customary pre-operative and post-operative care; or
- d) any of the procedures designated by Current Procedural Terminology codes as Surgery.

**Therapeutic Manipulation** means the treatment of the articulations of the spine and musculoskeletal structures for the purpose of relieving certain abnormal clinical conditions resulting from the impingement upon associated nerves causing discomfort. Some examples are manipulation or adjustment of the spine, hot or cold packs, electrical muscle stimulation, diathermy, skeletal adjustments, massage, adjunctive, ultra-sound, Doppler, whirlpool or hydro therapy or other treatment of similar nature.

**Total Disability or Totally Disabled** means, except as otherwise specified in this Policy, that an Employee who, due to Illness or Injury, cannot perform any duty of his or her occupation or any occupation for which he or she is, or may be, suited by education, training and experience, and is not, in fact, engaged in any occupation for wage or profit. [A Dependent is totally disabled if he or she cannot engage in the normal activities of a person in good health and of like age and sex.] The Employee [or Dependent] must be under the regular care of a Practitioner.

**Urgent Care** means care for a non-life threatening condition that requires care by a Provider within 24 hours.

**[Waiting Period]** means, with respect to a Group Health Plan and an individual who is a potential participant or beneficiary in the Group Health Plan, the period that must pass with respect to the individual before the individual is eligible to be covered for benefits under the terms of the Group Health Plan.]

**[We, Us, Our and [Carrier]** mean [Carrier].]

**[You, Your and Yours** means the Employer.]

## **EMPLOYEE COVERAGE**

### **Eligible Employees**

Subject to the **Conditions of Eligibility** set forth below, and to all of the other conditions of this Policy, all of the Policyholder's Employees who are in an eligible class will be eligible if the Employees are [Actively at Work] Full-Time Employees.[ In certain situations, the Actively at Work requirement will not apply. If an Employee is not Actively at Work due to a Health Status-Related Factor, the Employee will nevertheless be considered an Eligible Employee. In addition, refer to the Exception below.]

For purposes of this Policy, [Carrier] will treat partners, proprietors and independent contractors like Employees if they meet this Policy's **Conditions of Eligibility**.

### **Conditions of Eligibility**

#### **Full-Time Requirement**

[Except where an Employee is not Actively at Work due to a Health Status-Related Factor, and except as stated below, ][Carrier] will not insure an Employee unless the Employee is [an Actively at Work] [a] Full-Time Employee.

#### **Enrollment Requirement**

[Carrier] will not insure the Employee until the Employee enrolls and agrees to make the required payments, if any. If the Employee does this within [30] days of the Employee's Eligibility Date, coverage is scheduled to start on the Employee's Eligibility Date.

If the Employee enrolls and agrees to make the required payments, if any:

- a) more than [30] days after the Employee's Eligibility Date; or
- b) after the Employee previously had coverage which ended because the Employee failed to make a required payment.

[Carrier] will consider the Employee to be a Late Enrollee. Late Enrollees are subject to this Policy's Pre-Existing Conditions limitation, if any applies.

When an Employee initially waives coverage under this Policy, the Plan Sponsor [or [Carrier]] should notify the Employee of the requirement for the Employee to make a statement that waiver was because he or she was covered under another group plan, if such other coverage was in fact the reason for the waiver, and the consequences of that requirement. If an Employee initially waived coverage under this Policy and the Employee stated at that time that such waiver was because he or she was covered under another group plan, and Employee now elects to enroll under this Policy, [Carrier] will not consider the Employee [and his or her Dependents] to be [a] Late Enrollee[s], provided the coverage under the other plan ends due to one of the following events:

- a) **termination of employment** or eligibility;
- b) reduction in the number of hours of employment;
- c) involuntary termination;
- d) divorce or legal separation or dissolution of the civil union [or termination of the domestic partnership];
- e) death of the Employee's spouse;
- f) termination of the Employer's contribution toward coverage; or
- g) termination of the other plan's coverage.

But, the Employee must enroll under this Policy within 90 days of the date that any of the events described above occur. Coverage will take effect as of the date the applicable event occurs.

If an Employee initially waived coverage under this Policy because he or she had coverage under a Consolidated Omnibus Budget Reconciliation Act (COBRA) continuation provision and the Employee requests coverage under this Policy within 30 days of the date the COBRA continuation ended, [Carrier] will not consider the Employee to be a Late Enrollee. Coverage will take effect as of the date the COBRA continuation ended.

In addition, an Employee [and any Dependents] will not be considered [a] Late Enrollee[s] if the Employee is employed by an employer which offers multiple Health Benefits Plans and the Employee elects a different plan during the open enrollment period.

[Further, an Employee and his or her Dependent spouse, if any, will not be considered Late Enrollees because the Employee initially waived coverage under this Policy for himself or herself and any then existing Dependents provided the Employee enrolls to cover himself or herself and his or her existing Dependent spouse, if any, under this Policy within 30 days of the marriage, birth, adoption or placement for adoption of a Newly Acquired Dependent.]

#### **[The Waiting Period**

This Policy has the following waiting periods:

Employees in an eligible class on the Effective Date, who have completed at least [6 months] of continuous Full-Time service with the Policyholder by that date, are eligible for insurance under this Policy from the Effective Date.

Employees in an eligible class on the Effective Date, who have not completed at least [6 months] of continuous Full-Time service with the Policyholder by that date, are eligible for insurance under this Policy from the day after Employees complete [6 months] of continuous Full-Time service.

Employees who enter an eligible class after the Effective Date are eligible for insurance under this Policy from the day after Employees complete [6 months] of continuous Full-Time service with the Policyholder.]

Any lapse in continuous service due to an absence which results from a Health Status-Related Factor will reduce the days of Full-Time service by the number of days of absence. Such lapse in continuous Full-Time service will not require that the period of continuous Full-Time service begin anew.

#### **Multiple Employment**

If an Employee works for both the Policyholder and a covered Affiliated Company, or for more than one covered Affiliated Company, [Carrier] will treat the Employee as if only one entity employs the Employee. And such an Employee will not have multiple coverage under this Policy. But, if this Policy uses the amount of an Employee's earnings or number of work hours to determine class, or for any other reason, such Employee's

earnings or work hours will be figured as the sum of his or her earnings or work hours from all Affiliated Companies.

### **When Employee Coverage Starts**

[Except where an Employee is not Actively at Work due to a Health Status-Related Factor, and except as stated below, an][An]Employee must be [Actively at Work, and ]working his or her regular number of hours, on the date his or her coverage is scheduled to start. And he or she must have met all the conditions of eligibility which apply to him or her. [If an Employee is not Actively at Work on the scheduled Effective Date, and does not qualify for the Exception to the Actively at Work Requirement, [Carrier] will postpone the start of his or her coverage until he or she returns to Active Work.]

[Sometimes, a scheduled Effective Date is not a regularly scheduled work day. But an Employee's coverage will start on that date if he or she was Actively at Work, and working his or her regular number of hours, on his or her last regularly scheduled work day.]

The Employee must elect to enroll and agree to make the required payments, if any, within [30] days of the Employee's Eligibility Date. If he or she does this within [30] days of the Employee's Eligibility Date, his or her coverage is scheduled to start on the Employee's Eligibility Date. Such Employee's Eligibility Date is the Effective Date of an Employee's coverage.

If the Employee does this more than [30] days after the Employee's Eligibility Date, [Carrier] will consider the Employee a Late Enrollee. Coverage is scheduled to start on the date the [Carrier] or [Carrier's] authorized representative or agent receives the signed enrollment form.

### **[EXCEPTION to the Actively at Work Requirement**

The Exception applies if the Policyholder who purchased this Policy purchased it to replace a plan the Policyholder had with some other carrier. An Employee who is not Actively at Work due to Total Disability on the date this Policy takes effect will initially be eligible for limited coverage under this Policy if:

- a) the Employee was validly covered under the Policyholder's old plan on the date the Policyholder's old plan ended; and
- b) this Policy takes effect immediately upon termination of the prior plan.

Except as stated below, the coverage under this Policy will be limited to coverage for services or supplies for conditions other than the disabling condition. Such limited coverage under this Policy will end one year from the date the person's coverage under this Policy begins. Coverage for services or supplies for the disabling condition will be provided as stated in an extended health benefits, or like provision, contained in the Policyholder's old plan. Thereafter, coverage will not be limited as described in this provision, but will be subject to the terms and conditions of this Policy. ]

**Exception:** If the coverage under this Policy is richer than the coverage under the Policyholder's old plan, this Policy will provide coverage for services and supplies

related to the disabling condition. This Policy will coordinate with the Policyholder's old plan, with this Policy providing secondary coverage, as described in the Coordination of Benefits and Services provision.

### **When Employee Coverage Ends**

An Employee's insurance under this Policy will end on the first of the following dates:

- a) [the date] an Employee ceases to be [an Actively at Work] [a]Full-Time Employee for any reason. Such reasons include, death, retirement, lay-off, leave of absence, and the end of employment.
- b) [the date] an Employee stops being an eligible Employee under this Policy.
- c) the date this Policy ends, or is discontinued for a class of Employees to which the Employee belongs.
- d) the last day of the period for which required payments are made for the Employee, subject to the **Payment of Premiums - Grace Period** section..

### **[DEPENDENT COVERAGE**

#### **Eligible Dependents for Dependent Health Benefits**

An Employee's eligible Dependents are the Employee's:

- a) legal spouse which shall include a civil union partner pursuant to P.L. 2006, c. 103 as well as same sex relationships legally recognized in other jurisdictions when such relationships provide substantially all of the rights and benefits of marriage. [and domestic partner pursuant to P.L. 2003, c. 246]; except that legal spouse shall be limited to spouses of a marriage as marriage is defined in the Federal Defense of Marriage Act, 1 U.S.C.A. 7, with respect to:
  - the provisions of the Policy regarding continuation rights required by the Federal Consolidated Omnibus Reconciliation Act of 1986 (COBRA), Pub. L. 99-272, as subsequently amended) (Neither domestic partners nor civil union partners have COBRA rights.) and
  - the provisions of this Policy regarding Medicare Eligibility by reason of Age and Medicare Eligibility by Reason of Disability.
- b) Dependent children who are under age 26;

Under certain circumstances, an incapacitated child is also a Dependent. See the **Incapacitated Children** section of this Policy.

An Employee's " Dependent child" includes:

Your "unmarried Dependent child" includes:

- a) Your legally adopted children,
- b) Your step-children
- c) the child of his or her civil union partner , [and]
- d) [the child of his or her domestic partner , and]
- e) children under a court appointed guardianship.

[Carrier] treats a child as legally adopted from the time the child is placed in the home for purpose of adoption. [Carrier] treats such a child this way whether or not a final adoption order is ever issued.

### **Incapacitated Children**

An Employee may have an unmarried child with a mental or physical incapacity, or developmental disability, who is incapable of earning a living. Subject to all of the terms of this section and this Policy, such a child may stay eligible for Dependent health benefits past this Policy's age limit for eligible Dependents.

The child will stay eligible as long as the child is and remains unmarried and incapable of earning a living, if:

- a) the child's condition started before he or she reached this Policy's age limit;
- b) the child became insured by this Policy or any other policy before the child reached the age limit and stayed continuously insured after reaching such limit; and
- c) the child depends on the Employee for most of his or her support and maintenance.

But, for the child to stay eligible, the Employee must send [Carrier] written proof that the child is incapacitated or developmentally disabled and depends on the Employee for most of his or her support and maintenance. The Employee has 31 days from the date the child reaches the age limit to do this. [Carrier] can ask for periodic proof that the child's condition continues. But, after two years, [Carrier] cannot ask for this more than once a year.

The child's coverage ends when the Employee's coverage ends.

### **Enrollment Requirement**

An Employee must enroll his or her eligible Dependents in order for them to be covered under this Policy. [Carrier] considers an eligible Dependent to be a Late Enrollee, if the Employee:

- a) enrolls a Dependent and agrees to make the required payments more than [30] days after the Dependent's Eligibility Date;
- b) in the case of a Newly Acquired Dependent, has other eligible Dependents whose coverage previously ended because the Employee failed to make the required contributions, or otherwise chose to end such coverage.

Late Enrollees age 19 or older are subject to this Policy's Pre-Existing Conditions limitations section, if any applies.

If the Employee's dependent coverage ends for any reason, including failure to make the required payments, his or her Dependents will be considered Late Enrollees when their coverage begins again.

When an Employee initially waives coverage for a spouse and/or eligible Dependent children under this Policy, the Plan Sponsor [or [Carrier]] should notify the Employee of the requirement for the Employee to make a statement that waiver was because the

spouse and/or eligible Dependent children were covered under another group plan, if such other coverage was in fact the reason for the waiver, and the consequences of that requirement. If the Employee previously waived coverage for the Employee's spouse or eligible Dependent children under this Policy and stated at that time that such waiver was because they were covered under another group plan, and the Employee now elects to enroll them in this Policy, the Dependent will not be considered a Late Enrollee, provided the Dependent's coverage under the other plan ends due to one of the following events:

- a) termination of employment or eligibility;
- b) reduction in the number of hours of employment;
- c) involuntary termination;
- d) divorce or legal separation or dissolution of the civil union [or termination of the domestic partnership];
- e) death of the Employee's spouse;
- f) termination of the contribution toward coverage that was being made by the employer that offered the group plan under which the Dependent was covered; or
- g) termination of the other plan's coverage.

But, the Employee's spouse or eligible Dependent children must be enrolled by the Employee within 90 days of the date that any of the events described above occur. Coverage will take effect as of the date the applicable event occurs.

And, [Carrier] will not consider an Employee's spouse or eligible Dependent children for which the Employee initially waived coverage under this Policy, to be a Late Enrollee, if:

- a) the Employee is under legal obligation to provide coverage due to a court order; and
- b) the Employee's spouse or eligible Dependent children are enrolled by the Employee within 30 days of the issuance of the court order.

Coverage will take effect as of the date required pursuant to a court order.

In addition, if an Employee initially waived coverage under this Policy for the Employee's spouse or eligible Dependent children because the spouse and/or Dependent children had coverage under a Consolidated Omnibus Budget Reconciliation Act (COBRA) continuation provision and the Employee requests coverage for the spouse and/or Dependent children under this Policy within 30 days of the date the COBRA continuation ended, [Carrier] will not consider the spouse and/or Dependent children to be Late Enrollees. Coverage will take effect as of the date the COBRA continuation ended.

### **When Dependent Coverage Starts**

In order for an Employee's dependent coverage to begin the Employee must already be insured for Employee coverage or enroll for Employee and Dependent coverage at the same time. Subject to all of the terms of this Policy, the date an Employee's dependent coverage starts depends on when the Employee elects to enroll the Employee's Initial Dependents and agrees to make any required payments.



If the Employee does this within [30] days of the Dependent's Eligibility Date, the Dependent's Coverage is scheduled to start on the later of:

- a) the Dependent's Eligibility Date, or
- b) the date the Employee becomes insured for Employee coverage.

If the Employee does this more than [30] days after the Dependent's Eligibility Date, [Carrier] will consider the Dependent a Late Enrollee. Coverage is scheduled to start on the later of:

- a) the date the [Carrier] or [Carrier's] authorized representative or agent receives the signed enrollment form; or
- b) the date the Employee becomes insured for Employee coverage.

Once an Employee has dependent coverage for Initial Dependents, the Employee must notify [Carrier] of a Newly Acquired Dependent within [30] days after the Newly Acquired Dependent's Eligibility Date. If the Employee does not, the Newly Acquired Dependent is a Late Enrollee.

A Newly Acquired Dependent other than a newborn child or newly adopted child, including a child placed for adoption, will be covered from the later of:

- a) the date the Employee notifies [Carrier] and agrees to make any additional payments, or
- b) the Dependent's Eligibility Date for the Newly Acquired Dependent.

If the Policyholder who purchased this Policy purchased it to replace a plan the Policyholder had with some other carrier, a Dependent who is Totally Disabled on the date this Policy takes effect will initially be eligible for limited coverage under this Policy if:

- a) the Dependent was validly covered under the Policyholder's old plan on the date the Policyholder's old plan ended; and
- b) this Policy takes effect immediately upon termination of the prior plan.

The coverage under this Policy will be limited to coverage for services or supplies for conditions other than the disabling condition. Such limited coverage under this Policy will end one year from the date the person's coverage under this Policy begins. Coverage for services or supplies for the disabling condition will be provided as stated in an extended health benefits, or like provision, contained in the Policyholder's old plan. Thereafter, coverage will not be limited as described in this provision, but will be subject to the terms and conditions of this Policy.

### **Newborn Children**

[Carrier] will cover an Employee's newborn child for 31 days from the date of birth without additional premium. Health benefits may be continued beyond such 31-day period as stated below:

- a) If the Employee is already covered for Dependent child coverage on the date the child is born, coverage automatically continues beyond the initial 31 days, provided the premium required for Dependent child coverage continues to be paid. The Employee must notify [Carrier] of the birth of the newborn child as soon as possible in order that [Carrier] may properly provide benefits under this Policy.
- b) If the Employee is not covered for Dependent child coverage on the date the child is born, the Employee must:
  - give written notice to enroll the newborn child; and
  - pay the premium required for Dependent child coverage within 31 days after the date of birth.

If the notice is not given and the premium is not paid within such 31-day period, the newborn child's coverage will end at the end of such 31-day period. If the notice is given and the premium paid after that 31-day period, the child will be a Late Enrollee.

**When Dependent Coverage Ends:**

A Dependent's insurance under this Policy will end on the first of the following dates:

- a) [the date] Employee coverage ends;
- b) the date the Employee stops being a member of a class of Employees eligible for such coverage;
- c) the date this Policy ends;
- d) the date Dependent coverage is terminated from this Policy for all Employees or for an Employee's class;
- e) the date an Employee fails to pay any required part of the cost of Dependent coverage. It ends on the last day of the period for which the Employee made the required payments, unless coverage ends earlier for other reasons;
- f) at 12:01 am [on the last day of the calendar month] [on] the date the Dependent stops being an eligible Dependent.

## **PREFERRED PROVIDER ORGANIZATION PROVISIONS**

### **The Employer, XYZ Health Care Network, and the [Carrier]**

**This Policy encourages a Covered Person to use services provided by members of [XYZ Health Care Network a Preferred Provider Organization (PPO).] A PPO is a network of health care providers located in the Covered Person's geographical area. In addition to an identification card, the Covered Person will periodically be given up-to-date lists of [XYZ Health Care Network] preferred providers. The up-to date lists will be furnished automatically, without charge.**

Use of the network is strictly voluntary, but [Carrier] generally pays a higher level of benefits for most covered services and supplies furnished to a Covered Person by [XYZ Health Care Network]. Conversely, [Carrier] generally pays a lower level of benefits when covered services and supplies are not furnished by [XYZ Health Care Network] (even if an [XYZ Health Care Network] Practitioner orders the services and supplies). Of course, a Covered Person is always free to be treated by any Practitioner or Facility. And, he or she is free to change Practitioners or Facilities at any time.

In the case of Urgent Care or an Emergency, a Covered Person may go to a [XYZ Health Care Network] provider or a non-[XYZ Health Care Network] provider. If a Covered Person receives Urgent Care or care and treatment for an Emergency from a non-[XYZ Health Care Network] provider, and the Covered Person calls [Carrier] within 48 hours, or as soon as reasonably possible, [Carrier] will provide benefits for the Urgent Care or Emergency care and treatment to the same extent as would have been provided if care and treatment were provide by a [XYZ Health Care Network] provider. However, follow-up care or treatment by a non-[XYZ Health Care Network] provider will be treated as Network benefits only to the extent it is Medically Necessary and Appropriate care or treatment rendered before the Covered Person can return to the [XYZ Health Care Network] service area.

A Covered Person may use any [XYZ Health Care Network] Provider. He or she just presents his or her [XYZ Health Care Network] identification card to the [XYZ Health Care Network] Practitioner or Facility furnishing covered services or supplies. Most [XYZ Health Care Network] Practitioners and Facilities will prepare any necessary claim forms for him or her, and submit the forms to [Carrier]. The Covered Person will receive an explanation of any insurance payments made by this Policy. And if there is any balance due, the [XYZ Health Care Network] Practitioner or Facility will bill him or her directly.

This Policy also has utilization review features. See the **Utilization Review Features** section for details.

What [Carrier] pays is subject to all the terms of this Policy. The Employee should read his or her certificate carefully and keep it available when consulting a Practitioner.

See the Schedule for specific benefit levels, payment rates and payment limits.

If an Employee has any questions after reading his or her certificate, he or she should call [Carrier] [Group Claim Office at the number shown on his or her identification card.]

[[Different] providers in [Carrier's] Network have agreed to be paid [in different ways by [Carrier]. A Provider may be paid] [each time he or she treats a Covered Person ("fee for service")] [, or may be paid] [a set fee for each month for each Covered Person whether or not the Covered Person actually receives services ("capitation")] [, or may receive] [ a salary]. [These payment methods may include financial incentive agreements to pay some providers more ("bonuses") or less ("withholds") based on many factors: Covered Person satisfaction, quality of care, and control of costs and use of services among them.] If a Covered Person desires additional information about how [Carrier's] primary care physicians or any other Provider in [Carrier's] Network are compensated, please call [Carrier] at [telephone number] or write [address].

The laws of the state of New Jersey, at N.J.S.A. 45:9-22.4 et seq., mandate that a physician, chiropractor or podiatrist who is permitted to make Referrals to other health care Providers in which he or she has a significant financial interest inform his or her patients of any significant financial interest he or she may have in a health care Provider or Facility when making a Referral to that health care Provider or Facility. If A Covered Person wants more information about this, contact the Covered Person's physician, chiropractor or podiatrist. If a Covered Person believes he or she is not receiving the information to which he or she is entitled, contact the Division of Consumer Affairs in the New Jersey Department of Law and Public Safety at (973) 504-6200 OR (800) 242-5846.]

**[Note: Used only if coverage is offered as a PPO.]**

## POINT OF SERVICE PROVISIONS

### Definitions

- a) **Primary Care Practitioner (PCP)** means the Practitioner the Covered Person selects to supervise and coordinate his or her health care in the [XYZ] Provider Organization. [Carrier] will supply the Covered Person with a list of PCPs who are members of the [XYZ] Provider Organization.
- b) **Provider Organization (PO)** means a network of health care Providers located in a Covered Person's Service Area.
- c) **Network Benefits** mean the benefits shown in the Schedule which are provided if the Primary Care Practitioner provides care, treatment, services, and supplies to the Covered Person or if the Primary Care Practitioner refers the Covered Person to another Provider for such care, treatment, services, and supplies.
- d) **Non-Network Benefits** mean the benefits shown in the Schedule which are provided if the Primary Care Practitioner does not authorize the care, treatment, services, and supplies.
- e) **Service Area** means the geographical area which is served by the Practitioners in the [XYZ] Provider Organization.

### Provider Organization (PO)

**The Provider Organization for this Policy is the [XYZ] Provider Organization. This Policy requires that the Covered Person use the services of a PCP, or be referred for services by a PCP, in order to receive Network Benefits.** The Covered Person will periodically be given up-to date lists of [XYZ] PO Providers. The up-to date lists will be furnished automatically, without charge.

### The Primary Care Practitioner (PCP)

The PCP will supervise and coordinate the Covered Person's health care in the [XYZ] PO. The PCP must authorize all services and supplies. In addition, he or she will refer the Covered Person to the appropriate Practitioner and Facility when Medically Necessary and Appropriate. The Covered Person must obtain an authorized Referral from his or her PCP before he or she visits another Practitioner or Facility. Except in case of Urgent Care or an Emergency, if the Covered Person does not comply with these requirements, he or she may only be eligible for Non-Network Benefits.

[Carrier] provides Network Benefits for covered services and supplies furnished to a Covered Person when authorized by his or her PCP. [Carrier] pays Non-Network Benefits when covered services and supplies are not authorized by the PCP. However, if the PCP refers a Covered Person to a Non-Network Provider for a service or supply, the service or supply shall be covered as a Network service or supply and [Carrier] is fully responsible for payment to the Provider and the Covered Person is only responsible for any applicable Network level Copayment, Coinsurance or Deductible for the service or supply.

If services or supplies are obtained from [XYZ] Providers, even though they are not authorized by the PCP, the Covered Person will be eligible for Non-Network Benefits

where the [XYZ] provider's charges and the Covered Person's liability are limited to the negotiated fee for the service or supply.

A Covered Person may change his or her PCP to another PCP [once per month]. He or she may select another PCP from the list of Practitioners, and notify [XYZ] PO by [phone or in writing]. For a discretionary change, the new PCP selection will take effect no more than 14 days following the date of the request. For a change necessitated by termination of the prior PCP from the Network, the new PCP selection will take effect immediately.

When a Covered Person uses the services of a PCP, he or she must present his or her ID card and pay the Copayment. When a Covered Person's PCP refers him or her to another [XYZ] PO Provider, the Covered Person must pay the Copayment to such Provider. [Most [XYZ] PO Practitioners will prepare any necessary claim forms and submit them to [Carrier].]

A female Covered Person may use the services of a [XYZ] PO gynecologist for non-surgical gynecological care and routine pregnancy care without Referral from her PCP. She must obtain authorization from her PCP for other services.

#### **Non-Network Services**

If a Covered Person uses the services of a Provider without having been referred by his or her PCP, he or she will not be eligible for Network Benefits. Except as stated below, for services which have not been referred by the Covered Person's PCP, whether provided by an [XYZ] PO Provider or otherwise, the Covered Person may only be eligible for Non-Network Benefits. Exception: If a [Covered Person] is admitted to a Network facility by a Non-Network Provider, the network facility will nevertheless be paid Network benefits.

#### **Emergency Services**

If a Covered Person requires services for Urgent Care or an Emergency which occurs inside the PO Service Area, he or she must notify his or her PCP within 48 hours or as soon as reasonably possible thereafter.

Emergency room visits to PO Facilities are subject to a Copayment, and such visits must be retrospectively reviewed [by the PCP]. [Carrier] will waive the emergency room Copayment if the Covered Person is hospitalized within 24 hours of the visit.

In the case of Urgent Care or an Emergency, a Covered Person may go to a [XYZ Health Care Network] provider or a non-[XYZ Health Care Network] provider. If a Covered Person receives Urgent Care or care and treatment for an Emergency from a non-[XYZ Health Care Network] provider, and the Covered Person calls [Carrier] within 48 hours, or as soon as reasonably possible, [Carrier] will provide benefits for the Urgent Care or Emergency care and treatment to the same extent as would have been provided if care and treatment were provide by a [XYZ Health Care Network] provider. However, follow-up care or treatment by a non-[XYZ Health Care Network] provider will be treated as Network Benefits only to the extent it is Medically Necessary and Appropriate

care or treatment rendered before the Covered Person can return to the [XYZ Health Care Network] service area.

### **Utilization Review**

This Policy has utilization features. See the **Utilization Review Features** section of this Policy.

### **Benefits**

The Schedule shows Network Benefits, Non-Network Benefits, and Copayments applicable to the Point of Service arrangement.

What [Carrier] pays is subject to all the terms of this Policy.

### **Service Area**

[Carrier must include a description of the Service Area, as required by N.J.A.C. 11:24-17.3(a)11]

[[Different] providers in [Carrier's] Network have agreed to be paid [in different ways by [Carrier]. A Provider may be paid] [each time he or she treats a Covered Person ("fee for service")] [, or may be paid] [a set fee for each month for each Covered Person whether or not the Covered Person actually receives services ("capitation")] [, or may receive] [ a salary]. [These payment methods may include financial incentive agreements to pay some providers more ("bonuses") or less ("withholds") based on many factors: Covered Person satisfaction, quality of care, and control of costs and use of services among them.] If a Covered Person desires additional information about how [Carrier's] primary care physicians or any other Provider in [Carrier's] Network are compensated, please call [Carrier] at [telephone number] or write [address].

The laws of the state of New Jersey, at N.J.S.A. 45:9-22.4 et seq., mandate that a physician, chiropractor or podiatrist who is permitted to make Referrals to other health care Providers in which he or she has a significant financial interest inform his or her patients of any significant financial interest he or she may have in a health care Provider or Facility when making a Referral to that health care Provider or Facility. If a Covered Person wants more information about this, contact the Covered Person's physician, chiropractor or podiatrist. If a Covered Person believes he or she is not receiving the information to which he or she is entitled, contact the Division of Consumer Affairs in the New Jersey Department of Law and Public Safety at (973) 504-6200 OR (800) 242-5846.]

**[Note:** Used only if coverage is issued as POS.]

## **[APPEALS PROCEDURE]**

The Appeal Procedure text must satisfy the requirements of N.J.A.C. 11:24-8.5 et seq. or N.J.A.C. 11:24A-3.4 et seq., as appropriate. The text must include specific information regarding the Stage 1, Stage 2 and External Appeals process.

In addition, Carriers are reminded that 29 CFR Part 2560 addresses claims procedures. It is expected that the text included in this Appeals Procedure section will include information the Carrier deems necessary to comply with the requirements of 29 CFR Part 2560.

## **[CONTINUATION OF CARE]**

[Carrier] shall provide written notice to each Covered Person at least 30 business days prior to the termination or withdrawal from [Carrier's] Provider network of a Covered Person's PCP and any other Provider from which the Covered Person is currently receiving a course of treatment, as reported to [Carrier]. The 30-day prior notice may be waived in cases of immediate termination of a health care professional based on a breach of contract by the health care professional, a determination of fraud, or where [Carrier's] medical director is of the opinion that the health care professional is an imminent danger to the patient or the public health, safety or welfare.

[Carrier] shall assure continued coverage of covered services at the contract rate by a terminated health care professional for up to four months in cases where it is Medically Necessary and Appropriate for the Covered Person to continue treatment with the terminated health care professional. In case of pregnancy of a Covered Person, coverage of services for the terminated health care professional shall continue to the postpartum evaluation of the Covered Person, up to six weeks after the delivery. With respect to pregnancy, Medical Necessity and Appropriateness shall be deemed to have been demonstrated.

For a Covered Person who is receiving post-operative follow-up care, [Carrier] shall continue to cover the services rendered by the health care professional for the duration of the treatment or for up to six months, whichever occurs first.

For a Covered Person who is receiving oncological treatment or psychiatric treatment, [Carrier] shall continue to cover services rendered by the health care professional for the duration of the treatment or for up to 12 months, whichever occurs first.

For a Covered Person receiving the above services in an acute care Facility, [carrier] will continue to provide coverage for services rendered by the health care professional regardless of whether the acute care Facility is under contract or agreement with [Carrier].

Services shall be provided to the same extent as provided while the health care professional was employed by or under contact with [Carrier]. Reimbursement for



services shall be pursuant to the same schedule used to reimburse the health care professional while the health care professional was employed by or under contract with [Carrier].

If a Covered Person is admitted to a health care Facility on the date this Policy is terminated, [Carrier] shall continue to provide benefits for the Covered Person until the date the Covered Person is discharged from the facility or exhaustion of the Covered Person's benefits under this Policy, whichever occurs first.

[Carrier] shall not continue services in those instance in which the health care professional has been terminated based upon the opinion of [Carrier's] medical director that the health care professional is an imminent danger to a patient or to the public health, safety and welfare, a determination of fraud or a breach of contract by a health care professional. The determination of the Medical Necessity and Appropriateness of a Covered Person's continued treatment with a health care professional shall be subject to the appeal procedures set forth in this Policy. [Carrier] shall not be liable for any inappropriate treatment provided to a Covered Person by a health care professional who is no longer employed by or under contract with [Carrier].

If [Carrier] refers a Covered Person to a Non-Network provider, the service or supply shall be covered as a network service or supply. [Carrier] is fully responsible for payment to the health care professional and the Covered Person's liability shall be limited to any applicable Network Copayment, Coinsurance or Deductible for the service or supply.]

## **HEALTH BENEFITS INSURANCE**

This health benefits insurance will pay many of the medical expenses incurred by a Covered Person.

**Note: [Carrier] payments will be reduced if a Covered Person does not comply with the Utilization Review and Pre-Approval requirements contained in this Policy.**

## **BENEFIT PROVISION**

### **The Cash Deductible**

Each Calendar Year, each Covered Person must have Covered Charges that exceed the Cash Deductible before [Carrier] pays any benefits to that person. The Cash Deductible is shown in the Schedule. The Cash Deductible cannot be met with Non-Covered Charges. Only Covered Charges incurred by the Covered Person while insured by this Policy can be used to meet this Cash Deductible.

Once the Cash Deductible is met, [Carrier] pays benefits for other Covered Charges above the Cash Deductible incurred by that Covered Person, less any applicable Coinsurance or Copayments, for the rest of that Calendar Year. But all charges must be

incurred while that Covered Person is insured by this Policy. And what [Carrier] pays is based on all the terms of this Policy.

**[Family Deductible Limit**

This Policy has a family deductible limit of two Cash Deductibles for each Calendar Year. Once two Covered Persons in a family meet their individual Cash Deductibles in a Calendar Year, [Carrier] pays benefits for other Covered Charges incurred by any member of the covered family, less any applicable Coinsurance or Copayments, for the rest of that Calendar Year. What [Carrier] pays is based on all the terms of this Policy.]

**[Per Covered Family**

The Per Covered Family Calendar Year Cash Deductible is shown in the Schedule. Once three or more Covered Persons in a family have incurred a combined total of Covered Charges toward their Per Covered Person Cash Deductible equal to the per Covered Family Cash Deductible, each Covered Person in that family will be considered to have met his or her Per Covered Person Cash Deductible for the rest of that Calendar Year. The Covered Charges that each Covered Person in a family may use toward the Per Covered Family Cash Deductible may not exceed the amount of the Per Covered Person Cash Deductible.]

**[Maximum Out of Pocket**

Maximum out of pocket means the annual maximum dollar amount that a Covered Person must pay as Copayment, Deductible and Coinsurance for all covered services and supplies in a Calendar Year. All amounts paid as Copayment, Deductible and Coinsurance shall count toward the Maximum Out of Pocket. Once the Maximum Out of Pocket has been reached, the Covered Person has no further obligation to pay any amounts as Copayment, Deductible and Coinsurance for covered services and supplies for the remainder of the Calendar Year.]

[Note to Carriers: Use this Maximum Out of Pocket text for a pure indemnity plan]

**[Network Maximum Out of Pocket**

Network Maximum Out of Pocket means the annual maximum dollar amount that a Covered Person must pay as Copayment, Deductible and Coinsurance for all Network covered services and supplies in a Calendar Year. All amounts paid as Copayment, Deductible and Coinsurance shall count toward the Network Maximum Out of Pocket. Once the Network Maximum Out of Pocket has been reached, the Covered Person has no further obligation to pay any amounts as Copayment, Deductible and Coinsurance for Network covered services and supplies for the remainder of the Calendar Year.]

**[Non-Network Maximum Out of Pocket**

Non-Network Maximum Out of Pocket means the annual maximum dollar amount that a Covered Person must pay as Copayment, Deductible and Coinsurance for all Non-Network covered services and supplies in a Calendar Year. All amounts paid as Copayment, Deductible and Coinsurance shall count toward the Non-Network Maximum Out of Pocket. Once the Non-Network Maximum Out of Pocket has been reached, the Covered Person has no further obligation to pay any amounts as Copayment, Deductible

and Coinsurance for Non-Network covered services and supplies for the remainder of the Calendar Year.]

[Note to Carriers: Use these paragraphs if the Maximum Out of Pocket is separate for Network and Non-Network]

**[Network Maximum Out of Pocket**

Network Maximum Out of Pocket means the annual maximum dollar amount that a Covered Person must pay as Copayment, Deductible and Coinsurance for all Network **and** Non-Network covered services and supplies in a Calendar Year. All amounts paid as Copayment, Deductible and Coinsurance shall count toward the Network Maximum Out of Pocket. Once the Network Maximum Out of Pocket has been reached, the Covered Person has no further obligation to pay any amounts as Copayment, Deductible and Coinsurance for Network or Non-Network covered services and supplies for the remainder of the Calendar Year.]

[Note to Carriers: Use this text if the Maximum Out of Pocket is common to both Network and Non-Network services and supplies.]

**Payment Limits**

[Carrier] limits what [Carrier] will pay for certain types of charges. [Carrier] also limits what [Carrier] will pay for all Illnesses or Injuries for each Covered Person's Per Lifetime. See the Schedule for these limits.

**Benefits From Other Plans**

The benefits [Carrier] will pay may be affected by a Covered Person being covered by 2 or more plans or policies. Read the provision **Coordination of Benefits and Services** to see how this works.

The benefits [Carrier] will pay may also be affected by Medicare. Read the **Medicare as Secondary Payor** section for an explanation of how this works.

**If This Plan Replaces Another Plan**

The Employer who purchased this Policy may have purchased it to replace a plan the Employer had with some other carrier.

The Covered Person may have incurred charges for covered expenses under the Employer's old plan before it ended. If so, these charges will be used to meet this Policy's Cash Deductible if:

- a) the charges were incurred during the Calendar Year in which this Policy starts or during the 90days preceding the effective date, whichever is the greater period;
- b) this Policy would have paid benefits for the charges, if this Policy had been in effect;
- c) the Covered Person was covered by the old plan when it ended and enrolled in this Policy on its Effective Date; and
- d) this Policy takes effect immediately upon termination of the prior plan.

Please note: Although Deductible credit is given, there is no credit for Coinsurance.

The Covered Person may have satisfied part of the eligibility Waiting Period under the Policyholder's old plan before it ended. If so, the time satisfied will be used to satisfy this Policy's eligibility waiting period if:

- a) the Employee was employed by the Policyholder on the date the Policyholder's old plan ended; and
- b) this Policy takes effect immediately upon termination of the prior plan.

### **Extended Health Benefits**

If this Policy ends, and a Covered Person is Totally Disabled on such date, and under a Practitioner's care, [Carrier] will extend health benefits for that person under this Policy as explained below. This is done at no cost to the Covered Person.

[Carrier] will only extend benefits for Covered Charges due to the disabling condition. The charges must be incurred before the extension ends. And what [Carrier] will pay is based on all the terms of this Policy.

[Carrier] does not pay for charges due to other conditions. And [Carrier] does not pay for charges incurred by other covered family members.

The extension ends on the earliest of:

- a) the date the Total Disability ends; or
- b) one year from the date the person's insurance under this Policy ends; or
- c) the date the person has reached the payment limit for his or her disabling condition.

The Employee must submit evidence to [Carrier] that he or she [or his or her Dependent] is Totally Disabled, if [Carrier] requests it.

### **COVERED CHARGES**

This section lists the types of charges [Carrier] will consider as Covered Charges. But what [Carrier] will pay is subject to all the terms of this Policy. Read the entire Policy to find out what [Carrier] limits or excludes.

#### **Charges while Hospitalized**

[Carrier] covers charges incurred while a Covered Person is an Inpatient in a Hospital up to 30 days per Covered Person per Calendar Year. Covered Charges are as follows:

- a) Hospital room and board
- b) Routine Nursing Care
- c) Prescription Drugs
- d) Blood transfusions
- e) Infusion Therapy
- f) Chemotherapy
- g) Radiation Therapy

h) Medically Necessary and Appropriate Hospital services and supplies provided to the Covered Person during the Inpatient confinement.

[Carrier] limits what it pays for each day to the room and board limit shown in the Schedule.

If a Covered Person incurs charges as an Inpatient in a Special Care Unit, [Carrier] covers the charges up to the daily room and board limit for a Special Care Unit shown in the Schedule.

Except as stated below, [Carrier] covers charges for Inpatient care for:

- a) a minimum of 72 hours following a modified radical mastectomy; and
- b) a minimum of 48 hours following a simple mastectomy.

**Exception:** The minimum 72 or 48 hours, as appropriate, of Inpatient care will not be covered if the Covered Person, in consultation with the Practitioner, determines that a shorter length of stay is medically necessary and appropriate.

As an **exception** to the Medically Necessary and Appropriate requirement of this Policy, [Carrier] also provides coverage for the mother and newly born child for:

- a) a minimum of 48 hours of Inpatient care in a Hospital following a vaginal delivery; and
- b) a minimum of 96 hours of Inpatient Hospital care following a Cesarean Section.

[Carrier] provides such coverage subject to the following:

- a) the attending Practitioner must determine that Inpatient care is medically necessary; or
- b) the mother must request the Inpatient care.

[As an alternative to the minimum level of care described above, the mother may elect to participate in a home care program provided by [Carrier].]

[Carrier] will also cover Outpatient Hospital services.

Any charges in excess of the Hospital semi-private daily room and board limit are a Non-Covered Charge. This Policy's utilization review features have penalties for non-compliance that may reduce what [Carrier] pays for Hospital charges.

**Note:** [Carrier] covers charges for Inpatient Hospital care up to 30 days per Covered Person per Calendar Year. Such 30 Inpatient days may be exchanged for other types of care, as explained in the **Extended Care or Rehabilitation Charges, Home Health Care Charges** and **Hospice Charges** sections.

### **Hospital Copayment Requirement**

Each time a Covered Person is confined in a Hospital, he or she must pay a \$250 Copayment for each day of confinement, up to a maximum of \$1,250 per Period of Confinement, subject to a maximum \$2,500 Copayment per Calendar Year.

### **Emergency and Urgent Care Services**

Coverage for Emergency and Urgent Care include coverage of trauma services at any designated level I or II trauma center as Medically Necessary and Appropriate, which shall be continued at least until, in the judgement of the attending physician, the Covered Person is medically stable, no longer requires critical care, and can be safely transferred to another Facility. [Carrier] also provides coverage for a medical screening examination provided upon a Covered Person's arrival in a Hospital, as required to be performed by the Hospital in accordance with Federal law, but only as necessary to determine whether an emergency medical condition exists. [Please note that the "911" emergency response system may be used whenever a Covered person has a potentially life-threatening condition. Information on the use of the "911" system is included on the identification card.]

### **Testing Charges**

[Carrier] covers x-ray and laboratory tests needed for a planned Hospital admission or Surgery. [Carrier] only covers these tests if, the tests are done on an Outpatient basis within seven days of the planned admission or Surgery.

However, [Carrier] will not cover tests that are repeated after admission or before Surgery, unless the admission or Surgery is deferred solely due to a change in the Covered Person's health.

X-ray and laboratory tests which are not performed in connection with a planned Hospital admission or Surgery are Non-Covered Charges.

### **Extended Care or Rehabilitation Charges**

Subject to [Carrier's] Pre-Approval, when Extended Care and Rehabilitation care can take the place of Inpatient Hospital care, [Carrier] covers such care provided to a Covered Person on an Inpatient basis in an Extended Care Center or Rehabilitation Center. Each 2 days of Extended Care and Rehabilitation Charges will reduce the number of Inpatient Hospital days available to a Covered Person by 1 day. Charges above the daily room and board limit are a Non-Covered Charge.

And [Carrier] covers all other Medically Necessary and Appropriate services and supplies provided to a Covered Person during the confinement. But the confinement must:

- a) start within 14 days of a Hospital stay; and
- b) be due to the same or a related condition that necessitated the Hospital stay.

**[Carrier] will reduce benefits by 50% with respect to charges for treatment, services and supplies for Extended Care or Rehabilitation which are not Pre-Approved by [Carrier] provided that benefits would otherwise be payable under this Policy.**

### **Home Health Care Charges**

Subject to [Carrier's] Pre-Approval, when Home Health Care can take the place of Inpatient Hospital care, [Carrier] covers such care furnished to a Covered Person under a

written home health care plan. Each 2 days of Home Health Care will reduce the number of Inpatient Hospital days available to a Covered Person by 1 day. [Carrier] covers all Medically Necessary and Appropriate services or supplies, such as:

- a) Nursing Care furnished by or under the supervision of a registered Nurse;
- b) physical therapy;
- c) occupational therapy;
- d) medical social work;
- e) nutrition services;
- f) speech therapy;
- g) home health aide services;
- h) medical appliances and equipment, drugs and medications, laboratory services and special meals to the extent such items and services would have been covered under this policy if the Covered person had been in a Hospital; and
- i) any Diagnostic or therapeutic service, including surgical services performed in a Hospital Outpatient department, a Practitioner's office or any other licensed health care Facility, provided such service would have been covered under the Policy if performed as Inpatient Hospital services.

Payment is subject to all of the terms of this Policy and to the following conditions:

- a) The Covered Person's Practitioner must certify that home health care is needed in place of Inpatient care in a recognized Facility. Home health care is covered only in situations where continuing hospitalization or confinement in a Skilled Nursing Facility or Rehabilitation Center would otherwise have been required if Home Health Care were not provided.
- b) The services and supplies must be:
  - 1) ordered by the Covered Person's Practitioner;
  - 2) included in the home health care plan; and
  - 3) furnished by, or coordinated by, a Home Health Agency according to the written home health care plan.The services and supplies must be furnished by recognized health care professionals on a part-time or intermittent basis, except when full-time or 24 hour service is needed on a short-term (no more than three day) basis.
- c) The home health care plan must be set up in writing by the Covered Person's Practitioner within 14 days after home health care starts. And it must be reviewed by the Covered Person's Practitioner at least once every 60 days.
- d) [Carrier] does not pay for:
  - 1) services furnished to family members, other than the patient; or
  - 2) services and supplies not included in the home health care plan.

Any visit by a member of a home health care team on any day shall be considered as one home health care visit.

**[Carrier] will reduce benefits by 50% with respect to charges for treatment, services and supplies for Home Health Care which are not Pre-Approved by [Carrier] provided that benefits would otherwise be payable under this Policy.**

### **Food and Food Products for Inherited Metabolic Diseases**

[Carrier] covers charges incurred for the therapeutic treatment of inherited metabolic diseases, including the purchase of medical foods (enteral formula) and low protein modified food products as determined to be medically necessary by the Covered Person's Practitioner.

For the purpose of this benefit:

“inherited metabolic disease” means a disease caused by an inherited abnormality of body chemistry for which testing is mandated by law;

“low protein modified food product” means a food product that is specially formulated to have less than one gram of protein per serving and is intended to be used under the direction of a Practitioner for the dietary treatment of an inherited metabolic disease, but does not include a natural food that is naturally low in protein; and

“medical food” means a food that is intended for the dietary treatment of a disease or condition for which nutritional requirements are established by medical evaluation and is formulated to be consumed or administered enterally under the direction of a Practitioner.

### **Practitioner's Charges for Non-Surgical Care and Treatment**

[Carrier] covers Practitioner's charges for the Medically Necessary and Appropriate non-surgical care and treatment of an Illness or Injury which are incurred while the Covered Person is an Inpatient in a Hospital.

### **Practitioner's Charges for Surgery**

[Carrier] covers Practitioner's charges for Medically Necessary and Appropriate Surgery.

[Carrier] does not pay for Cosmetic Surgery unless it is required as a result of an Illness or Injury or to correct a functional defect resulting from a congenital abnormality or developmental anomaly.

[Carrier] covers reconstructive breast Surgery, Surgery to restore and achieve symmetry between the two breasts and the cost of prostheses following a mastectomy on one breast or both breasts. [Carrier] also covers treatment of the physical complications of mastectomy, including lymphedemas.

### **Second Opinion Charges**

[Carrier] covers Practitioner's charges for a second opinion and charges for related x-rays and tests when a Covered Person is advised to have Surgery or enter a Hospital. If the second opinion differs from the first, [Carrier] covers charges for a third opinion.

[Carrier] covers such charges if the Practitioners who give the opinions:

- a) are board certified and qualified, by reason of their specialty, to give an opinion on the proposed Surgery or Hospital admission;
- b) are not business associates of the Practitioner who recommended the Surgery; and
- c) in the case of a second surgical opinion, they do not perform the Surgery if it is needed.



### **Ambulatory Surgical Center Charges**

[Carrier] covers charges made by an Ambulatory Surgical Center in connection with covered Surgery.

### **Hospice Care Charges**

Subject to [Carrier] Pre-Approval, when Hospice Care can take the place of Inpatient Hospital Care, [Carrier] covers charges made by a Hospice for palliative and supportive care furnished to a terminally Ill or terminally Injured Covered Person under a Hospice care program. Each 2 days of Hospice Care will reduce the number of Inpatient Hospital days available to a Covered Person by 1 day.

"Palliative and supportive care" means care and support aimed mainly at lessening or controlling pain or symptoms; it makes no attempt to cure the Covered Person's terminal Illness or terminal Injury.

"Terminally ill" or "terminally injured" means that the Covered Person's Practitioner has certified in writing that the Covered Person's life expectancy is six months or less.

Hospice care must be furnished according to a written "hospice care program". A "hospice care program" is a coordinated program with an interdisciplinary team for meeting the special needs of the terminally Ill or terminally Injured Covered Person. It must be set up and reviewed periodically by the Covered Person's Practitioner.

Under a Hospice care program, subject to all the terms of this Policy, [Carrier] covers any services and supplies including Prescription Drugs, to the extent they are otherwise covered by this Policy. Services and supplies may be furnished on an Inpatient or Outpatient basis.

The services and supplies must be:

- a) needed for palliative and supportive care;
- b) ordered by the Covered Person's Practitioner;
- c) included in the Hospice care program; and
- d) furnished by, or coordinated by a Hospice.

[Carrier] does not pay for:

- a) services and supplies provided by volunteers or others who do not regularly charge for their services;
- b) funeral services and arrangements;
- c) legal or financial counseling or services; or
- d) treatment not included in the Hospice care plan.

**[Carrier] will reduce benefits by 50% with respect to charges for treatment, services and supplies for Hospice Care which are not Pre-Approved by [Carrier] provided that benefits would otherwise be payable under this Policy.**

### **Pregnancy**

This Policy pays for pregnancies the same way [Carrier] would cover an Illness. The charges [Carrier] covers for a newborn child are explained [on the next page.]

### **Birthing Center Charges**

[Carrier] covers Birthing Center charges made by a Practitioner for prenatal care, delivery, and post partum care in connection with a Covered Person's pregnancy. [Carrier] covers charges up to the daily room and board limit for room and board shown in the Schedule when Inpatient care is provided to a Covered Person by a Birthing Center. But charges above the daily room and board limit are a Non-Covered Charge.

[Carrier] covers all other Medically Necessary and Appropriate services and supplies during the confinement.

### **[Benefits for a Covered Newborn Child**

[Carrier] covers charges for the child's routine nursery care while he or she is in the Hospital or a Birthing Center. Charges are covered up to a maximum of 7 days following the date of birth. This includes:

- a) nursery charges;
- b) charges for routine Practitioner's examinations and tests; and
- c) charges for routine procedures, like circumcision.

Subject to all of the terms of this Policy, [Carrier] covers the care and treatment of a covered newborn child if he or she is Ill, Injured, premature, or born with a congenital birth defect.]

### **Anesthetics**

[Carrier] covers anesthetics and their administration.

## **COVERED CHARGES WITH SPECIAL LIMITATIONS**

**The following "Pre-Existing Conditions Limitation" and "Continuity of Coverage" provisions only apply to Policies issued to Policyholders of at least two but not more than five eligible Employees. These provisions also apply to "Late Enrollees" under the Policies issued to any Small Employer. However, this provision does not apply to Late Enrollees if 10 or more Late Enrollees request enrollment during any [30] day enrollment period provided for in this Policy. See this Policy's EMPLOYEE COVERAGE and [DEPENDENT COVERAGE] section[s] to determine if a Covered Person is a Late Enrollee. [The "Pre-Existing Conditions Limitation" provision does not apply to a Dependent who is under age 19 or who is an adopted child or who is a child placed for adoption or to a newborn child if the Employee**

**enrolls the Dependent and agrees to make the required payments within [31] days after the Dependent's Eligibility Date.]**

### **Pre-Existing Conditions Limitation**

A Pre-Existing Condition is an Illness or Injury which manifests itself in the six months before a Covered Person's Enrollment Date, and for which medical advice, diagnosis, care, or treatment was recommended or received during the six months immediately preceding the Enrollment Date.

[Carrier] does not pay benefits for charges for Pre-Existing Conditions for Covered Persons age 19 or older for 180 days measured from the Enrollment Date. This 180 day period may be reduced by the length of time the Covered Person was covered under any Creditable Coverage if, without application of any Waiting Period, , the Creditable Coverage was continuous to a date not more than 90 days prior to becoming a Covered Person. Refer to the Continuity of Coverage section below.

This limitation does not affect benefits for other unrelated conditions [or] pregnancy [, or birth defects in a covered Dependent child]. Genetic information will not be treated as a Pre-Existing Condition in the absence of a diagnosis of the condition related to that information. And [Carrier] waives this limitation for a Covered Person's Pre-Existing Condition if the condition was payable under Creditable Coverage which insured the Covered Person right before the Covered Person's coverage under this Policy started. The next section shows other exceptions.

### **Continuity of Coverage**

#### **[NOTE: COVERAGE UNDER THIS POLICY IS SUBJECT TO THE ALTERNATIVE METHOD FOR COUNTING CREDITABLE COVERAGE]**

If a new Covered Person was covered under Creditable Coverage prior to enrollment under this Policy and the Creditable Coverage was continuous to a date not more than 90 days prior to the Enrollment Date under this Policy, [Carrier] will provide credit as follows. [Standard method][[Carrier] gives credit for the time the Covered Person was covered under the Creditable Coverage without regard to the specific benefits included in the Creditable Coverage.] [Alternative method] [[Carrier] gives credit for the time the Covered Person was covered under the Creditable Coverage based on coverage for the following [category] [categories ]of benefits: [mental health;] [substance abuse treatment;] [prescription drugs;] [dental care;] [or] [vision care]. [Carrier] will count a period of Creditable Coverage with respect to a category of benefits if any level of benefits is covered within that category. For all other benefits, [Carrier] gives credit for the time the Covered Person was covered under the Creditable Coverage without regard to the specific benefits included in the Creditable Coverage.] [Carrier] counts the days the Covered Person was covered under Creditable Coverage, except that days that occur before any lapse in coverage of more than 90 days are not counted. [Carrier] applies these days to reduce the duration of the Pre-Existing Condition limitation under this Policy. The person must sign and complete his or her enrollment form within 30 days of the date the Employee's [active] Full-Time service begins. [Carrier] does not cover any charges actually incurred before the person's coverage under this Policy starts. If the

Employer has included an eligibility waiting period in this Policy, an Employee must still meet it, before becoming insured.

### **Private Duty Nursing Care**

[Carrier] **only** covers charges by a Nurse for Medically Necessary and Appropriate private duty nursing care if such care is authorized as part of a home health care plan, coordinated by a Home Health Agency, and covered under the **Home Health Care Charges** section. Any other charges for private duty nursing care are a Non-Covered Charge.

### **Therapy Services**

Therapy Services mean the following services or supplies, ordered by a Practitioner and used to treat, or promote recovery from, an Injury or Illness:

[Carrier] covers the Therapy Services listed below when provided on either an Inpatient or on an Outpatient basis.

- a) *Chemotherapy* - the treatment of malignant disease by chemical or biological antineoplastic agents.
- b) *Radiation Therapy* - the treatment of disease by x-ray, radium, cobalt, or high energy particle sources. Radiation therapy includes rental or cost of radioactive materials. Diagnostic Services requiring the use of radioactive materials are not radiation therapy.

[Carrier covers the therapy Services listed below but only when provided on an Inpatient basis.

- c) *Chelation Therapy* - means the administration of drugs or chemicals to remove toxic concentrations of metals from the body.
- d) *Respiration Therapy* - the introduction of dry or moist gases into the lungs.
- e) *Cognitive Rehabilitation Therapy* - the retraining of the brain to perform intellectual skills which it was able to perform prior to disease, trauma, Surgery or previous therapeutic process; or the training of the brain to perform intellectual skills it should have been able to perform if there were not a congenital anomaly.
- f) *Speech Therapy* - treatment for the correction of a speech impairment resulting from Illness, Surgery, Injury, congenital anomaly, or previous therapeutic processes.

Coverage for Cognitive Rehabilitation Therapy and Speech Therapy, combined, is limited to 30 visits per Calendar Year.

- g) *Occupational Therapy* - treatment to restore a physically disabled person's ability to perform the ordinary tasks of daily living.
- h) *Physical Therapy* - the treatment by physical means to relieve pain, restore maximum function, and prevent disability following disease, Injury or loss or limb.

Coverage for Occupational Therapy and Physical Therapy, combined, is limited to 30 visits per Calendar Year.

i) *Infusion Therapy* - the administration of antibiotic, nutrients, or other therapeutic agents by direct infusion.

Note: The limitations on Therapy Services contained in this Therapy Services provision do not apply to any therapy services that are received under the Home Health Care provision.

### **Preventive Care**

[Carrier] covers charges for routine physical examinations including related laboratory tests and x-rays. [Carrier] also covers charges for immunizations and vaccines, well baby care, pap smears, mammography, bone density testing, screening tests and Nicotine Dependence Treatment. But [Carrier] limits what [Carrier] pays each Calendar Year to \$100 per Covered Person[, \$300 per Covered Family].

These charges are not subject to any Copayment, Cash Deductible or Coinsurance. The \$100 and \$300 limits do not apply to services from a Network Practitioner.

### **Immunizations and Lead Screening**

[Carrier] will cover charges for:

- a) screening by blood measurement for lead poisoning for children, including confirmatory blood lead testing and medical evaluation as specified by the New Jersey Department of Health and Senior Services and any necessary medical follow-up and treatment for lead poisoned children; and
- b) all childhood immunizations as recommended by the Advisory Committee on Immunization Practices of the United States Public Health Services and New Jersey Department of Health and Senior Services.

### **[Transplant Benefits**

[Carrier] covers charges for:

- a) [Autologous Bone Marrow transplant and Associated Dose-Intensive Chemotherapy, but only if performed by institutions approved by the National Cancer Institute, or pursuant to protocols consistent with the guidelines of the American Society of Clinical Oncologists;
- b) Peripheral Blood Stem Cell transplants, but only if performed by institutions approved by the National Cancer Institute, or pursuant to protocols consistent with the guidelines of the American Society of Clinical Oncologists.]

## IMPORTANT NOTICE

[This Policy has utilization review features. Under these features, [ABC - Systems, a health care review organization] reviews Hospital admissions and Surgery performed outside of a Practitioner's office [for Carrier]. These features must be complied with if a Covered Person:

- a) is admitted as an Inpatient to a Hospital, or
- b) is advised to enter a Hospital or have Surgery performed outside of a Practitioner's office. If a Covered Person does not comply with these utilization review features, he or she will not be eligible for full benefits under this Policy. See the **Utilization Review Features** section for details.]

[This Policy has Specialty Case Management. Under these features, [DEF, a Case Coordinator] reviews a Covered Person's medical needs in clinical situations with the potential for catastrophic claims to determine whether alternative treatment may be available and appropriate. See the **Specialty Case Management** section for details.]

[This Policy has centers of excellence features. Under these features, a Covered Person may obtain necessary care and treatment from Providers with whom [Carrier] has entered into agreements. See the **Centers of Excellence Features** section for details.]

[What [Carrier] pays is subject to all of the terms of this Policy. Read this Policy carefully and keep it available when consulting a Practitioner.

If an Employee has any questions after reading this Policy he or she should [call The Group Claim Office at the number shown on his or her identification card.]

This Policy is not responsible for medical or other results arising directly or indirectly from the Covered Person's participation in these Utilization Review, Specialty Case Management or Centers of Excellence Features.]

## [UTILIZATION REVIEW FEATURES

**Important Notice: If a Covered Person does not comply with this Policy's utilization review features, he or she will not be eligible for full benefits under this Policy.**

Compliance with this Policy's utilization review features does not guarantee what [Carrier] will pay for Covered Charges. What [Carrier] pays is based on:

- a) the Covered Charges actually incurred;
- b) the Covered Person being eligible for coverage under this Policy at the time the Covered Charges are incurred; and
- c) the Cash Deductible, Copayment and Coinsurance provisions, and all of the other terms of this Policy.

## Definitions

"Hospital admission" means admission of a Covered Person to a Hospital as an Inpatient for Medically Necessary and Appropriate care and treatment of a Illness or Injury.

By "covered professional charges for Surgery" [Carrier] means Covered Charges that are made by a Practitioner for performing Surgery. Any surgical charge which is not a Covered Charge under the terms of this Policy is not payable under this Policy.

"Regular working day" means [Monday through Friday from 9 a.m. to 9 p.m. Eastern Time,] not including legal holidays.

### **Grievance Procedure**

Carriers must include the disclosure requirements set forth in N.J.A.C. 11:24A-3.2.

### **[REQUIRED HOSPITAL STAY REVIEW]**

**Important Notice: If a Covered Person does not comply with these Hospital stay review features, he or she will not be eligible for full benefits under this Policy.**

### **Notice of Hospital Admission Required**

[Carrier] requires notice of all Hospital admissions. The times and manner in which the notice must be given is described below. When a Covered Person does not comply with the requirements of this section [Carrier] reduces what it pays for covered Hospital charges as a penalty.

### **Pre-Hospital Review**

All non-Emergency Hospital admissions must be reviewed by [ABC] before they occur. The Covered Person or the Covered Person's Practitioner must notify [ABC] and request a pre-hospital review. [ABC] must receive the notice and request as soon as possible before the admission is scheduled to occur. [For a maternity admission, a Covered Person or his or her Practitioner must notify [ABC] and request a pre-hospital review at least [60 days] before the expected date of delivery, or as soon as reasonably possible.]

When [ABC] receives the notice and request, [they] evaluate:

- a) the Medical Necessity and Appropriateness of the Hospital admission
- b) the anticipated length of stay and
- c) the appropriateness of health care alternatives, like home health care or other out-patient care.

[ABC] notifies the Covered Person's Practitioner, [by phone, of the outcome of their review. And [they] confirm the outcome of [their] review in writing.]

If [ABC] authorizes a Hospital admission, the authorization is valid for:

- a) the specified Hospital;
- b) the named attending Practitioner; and
- c) the authorized length of stay.

The authorization becomes invalid and the Covered Person's admission must be reviewed by [ABC] again if:

- a) he or she enters a Facility other than the specified Facility;
- b) he or she changes attending Practitioners; or
- c) more than [60 days] elapse between the time he or she obtains authorization and the time he or she enters the Hospital, except in the case of a maternity admission.

### **Emergency Admission**

[ABC] must be notified of all Emergency admission by phone. This must be done by the Covered Person or the Covered Person's Practitioner no later than the end of the next regular working day, or as soon as possible after the admission occurs.

When [ABC] is notified [by phone,] they require the following information:

- a) the Covered Person's name, social security number and date of birth;
- b) the Covered Person group plan number;
- c) the reason for the admission;
- d) the name and location of the Hospital;
- e) when the admission occurred; and
- f) the name of the Covered Person's Practitioner.

### **Continued Stay Review**

The Covered Person or his or her Practitioner, must request a continued stay review for any Emergency admission. This must be done at the time [ABC] is notified of such admission.

The Covered Person, or his or her Practitioner, must also initiate a continued stay review whenever it is Medically Necessary and Appropriate to change the authorized length of a Hospital stay. This must be done before the end of the previously authorized length of stay.

[ABC] also has the right to initiate a continued stay review of any Hospital admission. And [ABC] may contact the Covered Person's Practitioner or Hospital by phone or in writing.

In the case of an Emergency admission, the continued stay review evaluates:

- a) the Medical Necessity and Appropriateness of the Hospital admission;
- b) the anticipated length of stay; and
- c) the appropriateness of health care alternatives.

In all other cases, the continued stay review evaluates:

- a) the Medical Necessity and Appropriateness of extending the authorized length of stay; and
- b) the appropriateness of health care alternatives.



[ABC] notifies the Covered Person's Practitioner [by phone, of the outcome of the review. And [ABC] confirms the out-come of the review in writing.] The notice always includes any newly authorized length of stay.

### **Penalties for Non-Compliance**

In the case of a non-Emergency Hospital admission, as a penalty for non-compliance, [[Carrier] reduces what it pays for covered Hospital charges, **by 50%**] if:

- a) the Covered Person does not request a pre-hospital review; or
- b) the Covered Person does not request a pre-hospital review as soon as reasonably possible before the Hospital admission is scheduled to occur; or
- c) [ABC's] authorization becomes invalid and the Covered Person does not obtain a new one; or
- d) [ABC] does not authorize the Hospital admission.

In the case of an Emergency admission, as a penalty for non-compliance, [[Carrier] reduces what it pays for covered Hospital charges **by 50%**], if:

- a) [ABC] is not notified of the admission at the times and in the manner described above;
- b) the Covered Person does not request a continued stay review; or
- c) the Covered Person does not receive authorization for such continued stay.

The penalty applies to covered Hospital charges incurred after the applicable time limit allowed for giving notice ends.

For any Hospital admission, if a Covered Person stays in the Hospital longer than [ABC] authorizes, [Carrier] reduces what it pays for covered Hospital charges incurred after the authorized length of stay ends by 50% as a penalty for non-compliance.

Penalties cannot be used to meet this Policy's Maximum Out of Pocket or Cash Deductible.

### **[REQUIRED PRE-SURGICAL REVIEW]**

**Important Notice: If a Covered Person does not comply with these pre-surgical review features, he or she will not be eligible for full benefits under this Policy.**

[Carrier] requires a Covered Person to get a pre-surgical review for any non-Emergency procedure performed outside of a Practitioner's office. When a Covered Person does not comply with the requirements of this section [Carrier] reduces what it pays for covered professional charges for Surgery, as a penalty.

The Covered Person or his or her Practitioner, must request a pre-surgical review from [ABC]. [ABC] must receive the request at least 24 hours before the Surgery is scheduled to occur. If the Surgery is being done in a Hospital, on an Inpatient basis, the pre-surgical review request should be made at the same time as the request for a pre-hospital review.

When [ABC] receives the request, they evaluate the Medical Necessity and Appropriateness of the Surgery and they either:

- a) approve the proposed Surgery; or
- b) require a second surgical opinion regarding the need for the Surgery.

[ABC] notifies the Covered Person's Practitioner, [by phone, of the outcome of the review. [ABC] also confirms the outcome of the review in writing.]

### **Second Surgical Opinion**

If [ABC's] review does not confirm the Medical Necessity and Appropriateness of the Surgery, the Covered Person may obtain a second surgical opinion. If the second opinion does not confirm the medical necessity of the Surgery, the Covered Person may obtain a third opinion, although he or she is not required to do so.

[[ABC] will give the Covered Person a list of Practitioners in his or her area who will give a second opinion.] The Covered Person may get the second opinion from [a Practitioner on the list, or from] a Practitioner of his or her own choosing, if the Practitioner:

- a) is board certified and qualified, by reason of his or her specialty, to give an opinion on the proposed Surgery;
- b) is not a business associate of the Covered Person's Practitioner; and
- c) does not perform the Surgery if it is needed.

[[ABC] gives second opinion forms to the Covered Person. The Practitioner he or she chooses fills them out, and then returns them to [ABC],]

[Carrier] covers charges for additional surgical opinions, including charges for related x-ray and tests. But what [Carrier] pays is based on all the terms of this Policy, except, these charges are not subject to the Cash Deductible or Coinsurance.

### **Pre-Hospital Review**

If the proposed Surgery is to be done on an Inpatient basis, the Required Pre-Hospital Review section must be complied with. See the **Required Pre-Hospital Review** section for details.

### **Penalties for Non-Compliance**

As a penalty for non-compliance, [[Carrier] reduces what it pays for covered professional charges, for Surgery **by 50%**] if:

- a) the Covered Person does not request a pre-surgical review; or
- b) [ABC] is not given at least 24 hours to review and evaluate the proposed Surgery; or
- c) [ABC] requires additional surgical opinions and the Covered Person does not get those opinions before the Surgery is done;
- d) [ABC] does not confirm the need for Surgery.

Penalties cannot be used to meet this Policy's Maximum Out of Pocket or Cash Deductible.

## **[SPECIALTY CASE MANAGEMENT**

**Important Notice: No Covered Person is required, in any way, to accept a Specialty Case Management Plan recommended by [DEF].**

### **Definitions**

"Specialty Case Management" means those services and supplies which meet both of the following tests:

- a) They are determined, in advance, by [Carrier] to be Medically Necessary and Appropriate and cost effective in meeting the long term or intensive care needs of a Covered Person in connection with a Catastrophic Illness or Injury.
- b) While there are other covered services and supplies available under this Policy for the Covered Person's condition, the services and supplies the [Carrier] offers to make available under the terms of this provision would not otherwise be payable under this Policy.

**Please note: [Carrier] has sole Discretion to determine whether to consider Specialty Case Management for a Covered Person.**

"Catastrophic Illness or Injury" means one of the following:

- a) head injury requiring an Inpatient stay
- b) spinal cord Injury
- c) severe burns over 20% or more of the body
- d) multiple injuries due to an accident
- e) premature birth
- f) CVA or stroke
- g) congenital defect which severely impairs a bodily function
- h) brain damage due to either an accident or cardiac arrest or resulting from a surgical procedure
- i) terminal Illness, with a prognosis of death within 6 months
- j) Acquired Immune Deficiency Syndrome (AIDS)
- k) substance abuse
- l) mental illness
- m) any other Illness or Injury determined by [DEF] or [Carrier] to be catastrophic.

### **Specialty Case Management Plan**

[DEF] will identify cases of Catastrophic Illness or Injury. The appropriateness of the level of patient care given to a Covered Person as well as the setting in which it is received will be evaluated. In order to maintain or enhance the quality of patient care for the Covered Person, [DEF] will develop a Specialty Case Management Plan.

A Specialty Case Management Plan is a specific written document, developed by [DEF] through discussion and agreement with:

- a) the Covered Person, or his or her legal guardian, if necessary;
- b) the Covered Person's attending Practitioner; and
- c) [Carrier].

The Specialty Case Management Plan includes:

- a) treatment plan objectives;
- b) course of treatment to accomplish the stated objectives;
- c) the responsibility of each of the following parties in implementing the plan:
  - [DEF]
  - attending Practitioner
  - Covered Person
  - Covered Person's family, if any; and
- d) estimated cost and savings.

If [Carrier], [DEF], the attending Practitioner, and the Covered Person agree [in writing,] on a Specialty Case Management Plan, the services and supplies required in connection with such Specialty Case Management Plan will be considered as Covered Charges under the terms of this Policy.

The agreed upon Specialty Case Management treatment must be ordered by the Covered Person's Practitioner.

Benefits payable under the Specialty Case Management Plan will be considered in the accumulation of any Calendar Year and Per Lifetime maximums.

**Exclusion**

Specialty Case Management does not include services and supplies that [Carrier] determines to be Experimental or Investigational.]

## **[CENTERS OF EXCELLENCE FEATURES**

**Important Notice: No Covered Person is required, in any way, to receive medical care and treatment at a Center of Excellence.**

### **Definitions**

"Center of Excellence" means a Provider that has entered into an agreement with [Carrier] to provide health benefit services for specific procedures. The Centers of Excellence are [identified in the Listing of Centers of Excellence.]

"Pre-Treatment Screening Evaluation" means the review of past and present medical records and current x-ray and laboratory results by the Center of Excellence to determine whether the Covered Person is an appropriate candidate for the Procedure.

"Procedure" means one or more surgical procedures or medical therapy performed in a Center of Excellence.

### **Covered Charges**

In order for charges to be Covered Charges, the Center of Excellence must:

- a) perform a Pre-Treatment Screening Evaluation; and
- b) determine that the Procedure is Medically Necessary and Appropriate for the treatment of the Covered Person.

Benefits for services and supplies at a Center of Excellence will be [subject to the terms and conditions of this Policy. However, the Utilization Review Features will not apply.]

## **EXCLUSIONS**

Payment will not be made for any charges incurred for or in connection with:

Care or treatment by means of *acupuncture* except when used as a substitute for other forms of anesthesia.

The amount of any charge which is greater than an *Allowed Charge*.

Services for *ambulance* for transportation.

*Blood or blood plasma* which is replaced by or for a Covered Person.

Care and/or treatment by a *Christian Science* Practitioner.

*Completion of claim forms.*

Services or supplies related to *Cosmetic Surgery* except as otherwise stated in this Policy; complications of Cosmetic Surgery; drugs prescribed for cosmetic purposes.

Services related to *custodial* or *domiciliary* care.

*Dental care* or treatment, including appliances and dental implants.

Charges made by a *dialysis center* for dialysis services.

Care or treatment by means of *dose-intensive chemotherapy* [except as otherwise stated in this Policy.]

### ***Durable Medical Equipment***

Services or supplies, the primary purpose of which is *educational* providing the Covered Person with any of the following: training in the activities of daily living; instruction in scholastic skills such as reading and writing; preparation for an occupation; or treatment for learning disabilities.

Care or treatment in an *emergency room* unless the Covered Person is admitted within 24 hours.

*Experimental or Investigational* treatments, procedures, hospitalizations, drugs, biological products or medical devices, except as otherwise stated in this Policy.

*Extraction of teeth*, except for bony impacted teeth.

Services or supplies for or in connection with:

- a. exams to determine the need for (or changes of) **eyeglasses** or lenses of any type;
- b. eyeglasses or lenses of any type except initial replacements for loss of the natural lens;  
or
- c. eye surgery such as radial keratotomy or lasik surgery, when the primary purpose is to correct myopia (nearsightedness), hyperopia (farsightedness) or astigmatism (blurring).

Services or supplies provided by one of the following members of the Employee's **family**: spouse, child, parent, in-law, brother, sister or grandparent.

Services or supplies furnished in connection with any procedures to enhance **fertility**.

Services or supplies related to **hearing aids and hearing exams** to determine the need for hearing aids or the need to adjust them.

Services or supplies related to **herbal medicine**.

Services or supplies related to **hypnotism**.

Services or supplies necessary because the Covered Person engaged, or tried to engage, in an **illegal occupation** or committed or tried to commit an indictable offense in the jurisdiction in which it is committed, or a felony. **Exception:** As required by 29 CFR 2590.702(b)(2)(iii) this exclusion does not apply to injuries that result from an act of domestic violence or to injuries that result from a medical condition.

**Except as stated below, Illness or Injury**, including a condition which is the result of disease or bodily infirmity, which occurred on the job and which is covered or could have been covered for benefits provided under workers' compensation, employer's liability, occupational disease or similar law.

**Exception:** This exclusion does not apply to the following persons for whom coverage under workers' compensation is optional unless such persons are actually covered for workers' compensation: a self-employed person or a partner of a limited liability partnership, members of a limited liability company or partners of a partnership who actively perform services on behalf of the self-employed business, the limited liability partnership, limited liability company or the partnership.

**Local anesthesia** charges billed separately if such charges are included in the fee for the Surgery.

Care and treatment for **Mental Illness and Substance Abuse**.

**Membership costs** for health clubs, weight loss clinics and similar programs.

Services and supplies related to **marriage, career or financial counseling, sex therapy or family therapy, nutritional counseling and related services**.

***Nicotine Dependence Treatment***, except as otherwise stated in the Preventive Care section of this Policy.

Any charge identified as a ***Non-Covered Charge*** or which are specifically limited or excluded elsewhere in this Policy, or which are not Medically Necessary and Appropriate, except as otherwise stated in this Policy.

***Non-prescription drugs*** or supplies, except

- a) insulin needles and syringes an glucose test strips and lancets;
- b) colostomy bags, belts and irrigators; and
- c) as stated in this Policy for food and food products for inherited metabolic diseases.

Services provided by a ***pastoral counselor*** in the course of his or her normal duties as a religious person.

***Personal convenience*** or comfort items including, but not limited to, such items as TV's, telephones, first aid kits, exercise equipment, air conditioners, humidifiers, saunas, hot tubs.

***Podiatric care***

***Practitioner visits***, except as otherwise stated in this Policy.

***Prescription Drugs*** obtained while not confined in a Hospital on an Inpatient basis.

Services or supplies that are not furnished by an eligible **Provider**.

Services related to ***Private Duty Nursing*** care, except as provided in the Home Health Care section of this Policy.

***Prosthetic Devices***

Services or supplies related to ***rest or convalescent cures***.

***Room and board charges*** for a Covered Person in any Facility for any period of time during which he or she was not physically present overnight in the Facility.

Except as stated in the Preventive Care section, ***Routine examinations*** or preventive care, including related x-rays and laboratory tests, except where a specific Illness or Injury is revealed or where a definite symptomatic condition is present; pre-marital or similar examinations or tests not required to diagnose or treat Illness or Injury.

Services or supplies related to ***Routine Foot Care***.

***Self-administered services*** such as: biofeedback, patient-controlled analgesia on an Outpatient basis, related diagnostic testing, self-care and self-help training.



Services provided by a *social worker*, except as otherwise stated in this Policy.

***Services or supplies:***

- a) eligible for payment under either federal or state programs (except Medicaid and Medicare). This provision applies whether or not the Covered Person asserts his or her rights to obtain this coverage or payment for these services;
- b) for which a charge is not usually made, such as a Practitioner treating a professional or business associate, or services at a public health fair;
- c) for which a Covered Person would not have been charged if he or she did not have health care coverage;
- d) provided by or in a government Hospital except as stated below, or unless the services are for treatment:

- of a non-service Emergency; or
  - by a Veterans' Administration Hospital of a non-service related Illness or Injury;
- Exception: This exclusion does not apply to military retirees, their Dependents and the Dependents of active duty military personnel who are covered under both this Policy and under military health coverage and who receive care in facilities of the Uniformed Services.

- e) provided outside the United States unless the Covered person is outside the United States for one of the following reasons:

- travel, provided the travel is for a reason other than securing health care diagnosis and/or treatment, and travel is for a period of 6 months or less;
- business assignment, provided the Covered Person is temporarily outside the United States for a period of 6 months or less; or
- Subject to [Carrier] Pre-Approval, eligibility for full-time student status, provided the Covered person is either enrolled and attending an Accredited School in a foreign country; or is participating in an academic program in a foreign country, for which the institution of higher learning a which the student matriculates in the United States, grants academic credit. **Charges in connection with full-time students in a foreign country for which eligibility as a full-time student has not been Pre-Approved by [Carrier] are Non-Covered Charges.**

***Stand-by services required by a Provider.***

***Sterilization reversal*** - services and supplies rendered for reversal of sterilization.

***Surgery***, sex hormones, and related medical, psychological and psychiatric services to change a Covered Person's sex; services and supplies arising from complications of sex transformation.

***Telephone consultations.***

***Therapeutic Manipulation.***

***Transplants*** [, except as otherwise stated in this Policy.].

***Transportation;*** travel.

***Vision therapy.***

***Vitamins and dietary supplements.***

Services or supplies received as a result of a ***war***, or an act of war, if the Illness or Injury occurs while the Covered Person is serving in the military, naval or air forces of any country, combination of countries or international organization and Illness or Injury suffered as a result of special hazards incident to such service if the Illness or Injury occurs while the Covered Person is serving in such forces and is outside the home area.

***Weight reduction or control***, unless there is a diagnosis of morbid obesity; special foods, food supplements, liquid diets, diet plans or any related products and except as provided in the Food Products for Inherited Metabolic Diseases provision.

***Wigs, toupees, hair transplants, hair weaving or any drug*** if such drug is used in connection with baldness.

## **CONTINUATION RIGHTS**

### **COORDINATION AMONG CONTINUATION RIGHTS SECTIONS**

As used in this section, COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985 as enacted, and later amended.

A Covered Person may be eligible to continue his or her group health benefits under this Policy's **COBRA CONTINUATION RIGHTS** (CCR) section and under other continuation sections of this Policy at the same time.

Continuation Under CCR and **NEW JERSEY GROUP CONTINUATION RIGHTS** (NJGCR): A Covered Person who is eligible to continue his or her group health benefits under CCR is not eligible to continue under NJGCR.

Continuation under CCR and NJGCR and **NEW JERSEY CONTINUATION RIGHTS FOR OVER-AGE DEPENDENTS** (NJCROD): A Dependent who has elected to continue his or her coverage under the group policy under which his or her parent is currently covered pursuant to NJCROD shall not be entitled to further continue coverage under CCR or NJGCR when continuation pursuant to NJCROD ends.

Continuation Under CCR and any other continuation section of this Policy:

If a Covered Person elects to continue his or her group health benefits under this Policy's CCR or NJGCR, as applicable, and any other continuation other than NJCROD, the continuations:

- a) start at the same time;
- b) run concurrently; and
- c) end independently on their own terms.

While covered under more than one continuation section, the Covered Person:

- a) will not be entitled to duplicate benefits; and
- b) will not be subject to the premium requirements of more than one section at the same time.

### **AN IMPORTANT NOTICE ABOUT CONTINUATION RIGHTS**

**The following COBRA CONTINUATION RIGHTS section may not apply to the Employer's Policy. The Employee must contact his or her Employer to find out if:**

- a) the Employer is subject to the COBRA CONTINUATION RIGHTS section in which case;**
- b) the section applies to the Employee.**

**COBRA CONTINUATION RIGHTS (Generally applies to employer groups with 20 or more employees)**

#### **Important Notice**

Under this section, "Qualified Continuee" means any person who, on the day before any event which would qualify him or her for continuation under this section, is covered for group health benefits under this Policy as:

- a) an active, covered Employee;
- b) the spouse of an active, covered Employee; or
- c) the Dependent child (except for the child of the Employee's domestic partner or civil union partner) of an active, covered Employee. Except as stated below, any person who becomes covered under this Policy during a continuation provided by this section is not a Qualified Continuee.
- d) A domestic partner, a civil union partner, and the child of an Employee's domestic partner or civil union partner are never considered Qualified Continuees eligible to elect CCR. They may, however, be a Qualified Continuee eligible to elect under New Jersey Group Continuation Rights (NJGCR). Refer to the NJGCR section for more information.

**Exception:** A child who is born to the covered Employee, or who is placed for adoption with the covered Employee during the continuation provided by this section is a Qualified Continuee.

#### **If An Employee's Group Health Benefits Ends**

If an Employee's group health benefits end due to his or her termination of employment or reduction of work hours, he or she may elect to continue such benefits for up to 18 months, unless he or she was terminated due to gross misconduct.

A Qualified Continuee may elect to continue coverage under COBRA even if the Qualified Continuee:

- a) is covered under another group plan on or before the date of the COBRA election; or
- b) is entitled to Medicare on or before the date of the COBRA election.

The continuation:

- a) may cover the Employee and any other Qualified Continuee; and
- b) is subject to the **When Continuation Ends** section.

#### **Extra Continuation for Disabled Qualified Continuees**

If a Qualified Continuee is determined to be disabled under Title II or Title XVI of the United States Social Security Act on the date his or her group health benefits would otherwise end due to the Employee's termination of employment or reduction of work hours or during the first 60 days of continuation coverage, he or she and any Qualified Continuee who is not disabled may elect to extend his or her 18 month continuation period above for up to an extra 11 months.

To elect the extra 11 months of continuation, the Qualified Continuee or other person acting on his or her behalf must give the Employer written proof of Social Security's determination of his or her disability within 60 days measured from the latest of:

- a) the date on which the Social Security Administration issues the disability determination;
- b) the date the group health benefits would have otherwise ended; or

c) the date the Qualified Continuee receives the notice of COBRA continuation rights.

If, during this extra 11 month continuation period, the Qualified Continuee is determined to be no longer disabled under the Social Security Act, he or she must notify the Employer within 30 days of such determination, and continuation will end, as explained in the **When Continuation Ends** section.

An additional 50% of the total premium charge also may be required from the Qualified Continuee by the Employer during this extra 11 month continuation period.

#### **If An Employee Dies While Insured**

If an Employee dies while insured, any Qualified Continuee whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to 36 months, subject to the **When Continuation Ends** section.

#### **If An Employee's Marriage Ends**

If an Employee's marriage ends due to legal divorce or legal separation, any Qualified Continuee whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to 36 months, subject to the **When Continuation Ends** section.

#### **If A Dependent Loses Eligibility**

If a Dependent child's group health benefits end due to his or her loss of dependent eligibility as defined in this Policy, other than the Employee's coverage ending, he or she may elect to continue such benefits. However, such Dependent child must be a Qualified Continuee. The continuation can last for up to 36 months, subject to **When Continuation Ends**.

#### **Concurrent Continuations**

If a Dependent elects to continue his or her group health benefits due to the Employee's termination of employment or reduction of work hours, the Dependent may elect to extend his or her 18 month continuation period to up to 36 months, if during the 18 month continuation period, either:

- a) the Dependent becomes eligible for 36 months of group health benefits due to any of the reasons stated above; or
- b) the Employee becomes entitled to Medicare.

The 36 month continuation period starts on the date the 18 month continuation period started, and the two continuation periods will be deemed to have run concurrently.

#### **Special Medicare Rule**

Except as stated below, the "special rule" applies to Dependents of an Employee when the Employee becomes entitled to Medicare prior to termination of employment or reduction in work hours. The continuation period for a Dependent upon the Employee's subsequent termination of employment or reduction in work hours will be the longer of the following:

- a) 18 months from the date of the Employee's termination of employment or reduction in work hours; or
- b) 36 months from the date of the Employee's earlier entitlement to Medicare.

**Exception:** If the Employee becomes entitled to Medicare more than 18 months prior to termination of employment or reduction in work hours, this "special rule" will not apply.

### **The Qualified Continuee's Responsibilities**

A person eligible for continuation under this section must notify the Employer, in writing, of:

- a) the legal divorce or legal separation of the Employee from his or her spouse; or
- b) the loss of dependent eligibility, as defined in this Policy, of an insured Dependent child.

Such notice must be given to the Employer within 60 days of either of these events.

### **The Employer's Responsibilities**

The Employer must notify the Qualified Continuee, in writing, of:

- a) his or her right to continue this Policy's group health benefits;
- b) the monthly premium he or she must pay to continue such benefits; and
- c) the times and manner in which such monthly payments must be made.

Such written notice must be given to the Qualified Continuee within 44 days of:

- a) the date a Qualified Continuee's group health benefits would otherwise end due to the Employee's death or the Employee's termination of employment or reduction of work hours; or
- b) the date a Qualified Continuee notifies the Employer, in writing, of the Employee's legal divorce or legal separation from his or her spouse, or the loss of dependent eligibility of an insured Dependent child.

### **The Employer's Liability**

The Employer will be liable for the Qualified Continuee's continued group health benefits to the same extent as, and in place of, [Carrier], if:

- a) the Employer fails to remit a Qualified Continuee's timely premium payment to [Carrier] on time, thereby causing the Qualified Continuee's continued group health benefits to end; or
- b) the Employer fails to notify the Qualified Continuee of his or her continuation rights, as described above.

### **Election of Continuation**

To continue his or her group health benefits, the Qualified Continuee must give the Employer written notice that he or she elects to continue. An election by a minor Dependent Child can be made by the Dependent Child's parent or legal guardian. This must be done within 60 days of the date a Qualified Continuee receives notice of his or her continuation rights from the Employer as described above. And the Qualified Continuee must pay the first month's premium in a timely manner.

The subsequent premiums must be paid to the Employer, by the Qualified Continuee, in advance, at the times and in the manner specified by the Employer. No further notice of when premiums are due will be given.

The monthly premium will be the total rate which would have been charged for the group health benefits had the Qualified Continuee stayed insured under this Policy on a regular basis. It includes any amount that would have been paid by the Employer. Except as explained in the **Extra Continuation for Disabled Qualified Continuees** section, an additional charge of two percent of the total premium charge may also be required by the Employer.

If the Qualified Continuee fails to give the Employer notice of his or her intent to continue, or fails to pay any required premiums in a timely manner, he or she waives his or her continuation rights.

### **Grace in Payment of Premiums**

A Qualified Continuee's premium payment is timely if, with respect to the first payment after the Qualified Continuee elects to continue, such payment is made no later than 45 days after such election. In all other cases, such premium payment is timely if it is made within 31 days of the specified date.

If timely payment is made to the plan in an amount that is not significantly less than the amount the Employer requires to be paid for the period of coverage, then the amount paid is deemed to satisfy the Employer's requirement for the amount that must be paid, unless the plan notifies the Qualified Continuee of the amount of the deficiency and grants an additional 30 days for payment of the deficiency to be made. An amount is not significantly less than the amount the Employer requires to be paid for a period of coverage if and only if the shortfall is no greater than the lesser of the following two amounts:

- a) Fifty dollars (or such other amount as the Commissioner may provide in a revenue ruling, notice, or other guidance published in the Internal Revenue Code Bulletin); or
- b) Ten percent of the amount the plan requires to be paid.

Payment is considered as made on the date on which it is sent to the Employer.

### **When Continuation Ends**

A Qualified Continuee's continued group health benefits end on the first of the following:

- a) with respect to continuation upon the Employee's termination of employment or reduction of work hours, the end of the 18 month period which starts on the date the group health benefits would otherwise end;
- b) with respect to a Qualified Continuee who has elected an additional 11 months of continuation due to his or her own disability or the disability of a family member, the earlier of:
  - the end of the 29 month period which starts on the date the group health benefits would otherwise end; or

- the first day of the month which coincides with or next follows the date which is 30 days after the date on which a final determination is made that a disabled Qualified Continuee is no longer disabled under Title II or Title XVI of the United States Social Security Act;
- c) with respect to continuation upon the Employee's death, the Employee's legal divorce or legal separation or the end of an insured Dependent's eligibility, the end of the 36 month period which starts on the date the group health benefits would otherwise end;
- d) with respect to a Dependent whose continuation is extended due to the Employee's entitlement to Medicare, the end of the 36 month period which starts on the date the group health benefits would otherwise end;
- e) the date this Policy ends;
- f) the end of the period for which the last premium payment is made;
- g) the date he or she becomes covered under any other group health plan which contains no limitation or exclusion with respect to any Pre-Existing Condition of the Qualified Continuee or contains a pre-existing conditions limitation or exclusion that is eliminated through the Qualified Continuee's total period of Creditable Coverage.;
- h) the date he or she becomes entitled to Medicare;
- i) termination of a Qualified Continuee for cause (e.g. submission of a fraudulent claim) on the same basis that the Employer terminates coverage of an active employee for cause.

## **NEW JERSEY GROUP CONTINUATION RIGHTS (NJGCR)**

### **Important Notice**

Except as stated below, under this section, "Qualified Continuee" means any person who, on the day before any event which would qualify him or her for continuation under this section, is covered for group health benefits under this Policy as:

- a) a full-time covered Employee;
- b) the spouse of a full-time covered Employee; or
- c) the Dependent child of a full-time covered Employee.

Exception: A Newly Acquired Dependent, where birth, adoption, or marriage occurs after the Qualifying Event is also a "Qualified Continuee" for purposes of being included under the Employee's continuation coverage.

### **If An Employee's Group Health Benefits Ends**

If an Employee's group health benefits end due to his or her termination of employment or reduction of work hours to fewer than 25 hours per week, he or she may elect to continue such benefits for up to 18 months, unless he or she was terminated for cause. The Employee's spouse and Dependent children may elect to continue benefits even if the Employee does not elect continuation for himself or herself.

A Qualified Continuee may elect to continue coverage under NJGCR even if the Qualified Continuee:

- a) is covered under another group plan on or before the date of the NJGCR election; or
- b) is entitled to Medicare on or before the date of the NJGCR election.



The continuation:

- a) may cover the Employee and/or any other Qualified Continuee; and
- b) is subject to the When Continuation Ends section.

### **Extra Continuation for Disabled Qualified Continuees**

If a former Employee who is a Qualified Continuee is determined to be disabled under Title II or Title XVI of the United States Social Security Act on the date his or her group health benefits would otherwise end due to the termination of employment or reduction of work hours to fewer than 25 hours per week or during the first 60 days of continuation coverage, he or she may elect to extend his or her 18-month continuation period for himself or herself and any Dependents who are Qualified Continuees for up to an extra 11 months.

To elect the extra 11 months of continuation, the Qualified Continuee must give the [Carrier] written proof of Social Security's determination of his or her disability before the earlier of:

- a) the end of the 18 month continuation period; and
- b) 60 days after the date the Qualified Continuee is determined to be disabled.

If, during this extra 11 month continuation period, the Qualified Continuee is determined to be no longer disabled under the Social Security Act, he or she must notify the [Carrier] within 31 days of such determination, and continuation will end, as explained in the When Continuation Ends section.

An additional 50% of the total premium charge also may be required from the Qualified Continuee by the Employer during this extra 11 month continuation period.

### **If An Employee Dies While Insured**

If an Employee dies while insured, any Qualified Continuee whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to 36 months, subject to the When Continuation Ends section.

### **If An Employee's Marriage or Civil Union [or Domestic Partnership] Ends**

If an Employee's marriage ends due to legal divorce or legal separation or dissolution of the civil union [or termination of a domestic partnership], any Qualified Continuee whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to 36 months, subject to the When Continuation Ends section.

### **If A Dependent Loses Eligibility**

If a Dependent child's group health benefits end due to his or her loss of dependent eligibility as defined in this Policy, other than the Employee's coverage ending, he or she may elect to continue such benefits for up to 36 months, subject to When Continuation Ends.

### **The Employer's Responsibilities**

Upon loss of coverage due to termination of employment or reduction in work hours, the Employer must notify the former employee in writing, of:

- a) his or her right to continue this Policy's group health benefits;
- b) the monthly premium he or she must pay to continue such benefits; and
- c) the times and manner in which such monthly payments must be made.

Upon being advised of the death of the Employee, divorce, dissolution of the civil union [termination of domestic partnership] or Dependent child's loss of eligibility, the Employer should notify the Qualified Continuee in writing, of:

- a) his or her right to continue this Policy's group health benefits;
- b) the monthly premium he or she must pay to continue such benefits; and
- c) the times and manner in which such monthly payments must be made.

### **Election of Continuation**

To continue his or her group health benefits, the Qualified Continuee must give the Employer written notice that he or she elects to continue. An election by a minor Dependent Child can be made by the Dependent Child's parent or legal guardian. This must be done within 30 days of the date coverage ends. The first month's premium must be paid within 30 days of the date the Qualified Continuee elects continued coverage.

The subsequent premiums must be paid to the Employer, by the Qualified Continuee, in advance, at the times and in the manner specified by the Employer.

The monthly premium will be the total rate which would have been charged for the group health benefits had the Qualified Continuee stayed insured under this Policy on a regular basis. It includes any amount that would have been paid by the Employer. Except as explained in the Extra Continuation for Disabled Qualified Continuees section, an additional charge of two percent of the total premium charge may also be required by the Employer.

If the Qualified Continuee does not give the Employer notice of his or her intent to continue coverage, or fails to pay any required premiums in a timely manner, he or she waives his or her continuation rights.

### **Grace in Payment of Premiums**

A Qualified Continuee's premium payment is timely if, with respect to the first payment after the Qualified Continuee elects to continue, such payment is made no later than 30 days after such election. In all other cases, such premium payment is timely if it is made within 31 days of the date it is due.

### **The Continued Coverage**

The continued coverage shall be identical to the coverage provided to similarly situated active Employees and their Dependents under the Employer's plan. If coverage is modified for any group of similarly situated active Employees and their Dependents, the coverage for Qualified Continuees shall also be modified in the same manner. Evidence of insurability is not required for the continued coverage.

### **When Continuation Ends**

A Qualified Continuee's continued group health benefits end on the first of the following:

- a) with respect to continuation upon the Employee's termination of employment or reduction of work hours, the end of the 18 month period which starts on the date the group health benefits would otherwise end;
- b) with respect to a Qualified Continuee who has elected an additional 11 months of continuation due to his or her own disability, the end of the 29 month period which starts on the date the group health benefits would otherwise end. However, if the Qualified Continuee is no longer disabled, coverage ends on the later of:
  - the end of the 18-month period; or
  - the first day of the month that begins more than 31 days after the date on which a final determination is made that a disabled Qualified Continuee is no longer disabled under Title II or Title XVI of the United States Social Security Act;
- c) with respect to continuation upon the Employee's death, the Employee's legal divorce or legal separation, dissolution of the civil union, [or termination of the domestic partnership] or the end of an insured Dependent's eligibility, the end of the 36 month period which starts on the date the group health benefits would otherwise end;
- d) the date the Employer ceases to provide any health benefits plan to any active Employee or Qualified Continuee;
- e) the end of the period for which the last premium payment is made;
- f) the date he or she first becomes covered under any other group health benefits plan, as an employee or otherwise, which contains no limitation or exclusion with respect to any Pre-Existing Condition of the Qualified Continuee ; or
- g) the date he or she first becomes entitled to Medicare.

### **NEW JERSEY CONTINUATION RIGHTS FOR OVER-AGE DEPENDENTS**

(Applies to all size groups):

As used in this provision, "Over-Age Dependent" means an Employee's child by blood or law who:

- a) has reached the limiting age under the group plan, but is less than 31 years of age;
- b) is not married or in a domestic partnership or civil union partnership;
- c) has no Dependents of his or her own;
- d) is either a resident of New Jersey or is enrolled as a full-time student at an Accredited School; and
- e) is not covered under any other group or individual health benefits plan, group health plan, church plan or health benefits plan, and is not entitled to Medicare on the date the Over-Age Dependent continuation coverage begins.

### **If A Dependent Is Over the Limiting Age for Dependent Coverage**

If a Dependent Child is over the age 26 limiting age for dependent coverage and:

- a) the Dependent child's group health benefits are ending or have ended due to his or her attainment of age 26; or
- b) the Dependent child has proof of prior creditable coverage or receipt of benefits,

he or she may elect to be covered under the Employer's plan until his or her 31<sup>st</sup> birthday, subject to the Conditions for Election, Election of Continuation and When Continuation Ends sections below.

### **Conditions for Election**

An Over-Age Dependent is only entitled to make an election for continued coverage if all of the following conditions are met.

- a) The Over-Age Dependent must provide evidence of prior creditable coverage or receipt of benefits under a group or individual health benefits plan, group health plan, church plan or health benefits plan or Medicare. Such prior coverage must have been in effect at some time prior to making an election for this Over-Age Dependent coverage.
- b) A parent of an Over-Age Dependent must be enrolled as having elected Dependent coverage at the time the Over-Age Dependent elects continued coverage. Except, if the Employee has no other Dependents, or has a Spouse who is covered elsewhere, the Over-Age Dependent may nevertheless select continued coverage.

### **Election of Continuation**

To continue group health benefits, the Over-Age Dependent must make written election to [the Carrier]. The effective date of the continued coverage will be the later of:

- a) the date the Over-Age Dependent gives written notice to [the Carrier]; or
- b) the date the Over-Age Dependent pays the first premium; or
- c) the date the Dependent would otherwise lose coverage due to attainment of age 26.

For a Dependent whose coverage has not yet terminated due to the attainment of the limiting age, the written election must be made within 30 days prior to termination of coverage due to the attainment of the limiting age if the Dependent child seeks to maintain continuous coverage. The written election may be made later, and if made later would result in a lapse in coverage. See the Application of a Pre-existing Conditions Exclusion section below.

For a Dependent who was not covered on the date he or she reached the limiting age, the written election may be made at any time. See the Application of a Pre-existing Conditions Exclusion section below.

For a person who did not qualify as an Over-Age Dependent because he or she failed to meet all the requirements of an Over-Age Dependent, but who subsequently meets all of the requirements for an Over-Age Dependent, written election may be made at any time after the person meets all of the requirements for an Over-Age Dependent. See the Application of a Pre-existing Conditions Exclusion section below.

### **Application of a Pre-Existing Conditions Exclusion**

An Over-Age Dependent who was covered under prior Creditable Coverage that terminated no more than 90 days prior to making an election for continuation under this section will be given credit for the time he or she was covered under the Creditable

Coverage toward the application of the Pre-Existing Conditions Exclusion under the Policy.

### **Payment of Premium**

The first month's premium must be paid within 30 days of the date the Over-Age Dependent elects continued coverage.

The Over-Age Dependent must pay subsequent premiums monthly, in advance, [at the times and in the manner specified by [the Carrier]] [and will be remitted by the Employer]. The monthly premium will be set by the Carrier, and must be consistent with the requirements of P.L. 2005, c. 375.

### **Grace in Payment of Premiums**

An Over-Age Dependent's premium payment is timely if, with respect to the first payment after the Over-Age Dependent elects to continue, such payment is made no later than 30 days after such election. In all other cases, such premium payment is timely if it is made within 30 days of the date it is due.

### **The Continued Coverage**

The continued coverage shall be identical to the coverage provided to the Over-Age Dependent's parent who is covered as an Employee under the Policy [and will be evidenced by a separate [Certificate] and ID card being issued to the Over-Age Dependent.]. If coverage is modified for Dependents who are under the limiting age, the coverage for Over-Age Dependents shall also be modified in the same manner. Evidence of insurability is not required for the continued coverage.

### **When Continuation Ends**

An Over-Age Dependent's continued group health benefits end on the first of the following:

- a) the date the Over-Age Dependent:
  1. attains age 31
  2. marries or enters into a civil union partnership;
  3. acquires a Dependent;
  4. is no longer either a resident of New Jersey or enrolled as a full-time student at an Accredited School; or
  5. becomes covered under any other group or individual health benefits plan, group health plan, church plan or health benefits plan, or becomes entitled to Medicare
- b) the end of the period for which premium has been paid for the Over-Age Dependent, subject to the Grace Period for such payment;
- c) the date the Policy ceases to provide coverage to the Over-Age Dependent's parent who is the Employee under the Policy.
- d) The date the Policy under which the Over-Age Dependent elected to continue coverage is amended to delete coverage for Dependents.
- e) The date the Over-Age Dependent's parent who is covered as an Employee under the Policy waives Dependent coverage. Except, if the Employee has no other

Dependents, the Over-Age Dependent's coverage will not end as a result of the Employee waiving Dependent coverage.

## **A TOTALLY DISABLED EMPLOYEE'S RIGHT TO CONTINUE GROUP HEALTH BENEFITS**

### **If An Employee is Totally Disabled**

An Employee who is Totally Disabled and whose group health benefits end because his or her active employment or membership in an eligible class ends due to that disability, can elect to continue his or her group health benefits. But he or she must have been insured by this Policy for at least three months immediately prior to the date his or her group health benefits ends. The continuation can cover the Employee, and at his or her option, his or her then insured Dependents.

### **How And When To Continue Coverage**

To continue group health benefits, the Employee must give the Employer written notice that he or she elects to continue such benefits. And he or she must pay the first month's premium. This must be done within 31 days of the date his or her coverage under this Policy would otherwise end.

Subsequent premiums must be paid to the Employer monthly, in advance, at the times and in the manner specified by the Employer. The monthly premium the Employee must pay will be the total rate charged for an active Full-Time Employee, insured under this Policy on a regular basis, on the date each payment is due. It includes any amount which would have been paid by the Employer.

[Carrier] will consider the Employee's failure to give notice or to pay any required premium as a waiver of the Employee's continuation rights.

If the Employer fails, after the timely receipt of the Employee's payment, to pay [Carrier] on behalf of such Employee, thereby causing the Employee's coverage to end; then such Employer will be liable for the Employee's benefits, to the same extent as, and in place of, [Carrier].

### **When This Continuation Ends**

These continued group health benefits end on the first of the following:

- a) the end of the period for which the last payment is made, if the Employee stops paying;
- b) the date the Covered Person becomes employed and eligible or covered for similar benefits by another group plan, whether it be an insured or uninsured plan;
- c) the date this Policy ends or is amended to end for the class of Employees to which the Employee belonged; or
- d) with respect to a Dependent, the date he or she stops being an eligible Dependent as defined in this Policy.

## **AN EMPLOYEE'S RIGHT TO CONTINUE GROUP HEALTH BENEFITS DURING A FAMILY LEAVE OF ABSENCE**

## **Important Notice**

**This section may not apply to an Employer's Policy. The Employee must contact his or her Employer to find out if:**

- a) the Employer must allow for a leave of absence under Federal law in which case;**
- b) the section applies to the Employee.**

### **If An Employee's Group Health Coverage Ends**

Group health coverage may end for an Employee because he or she ceases Full-Time work due to an approved leave of absence. Such leave of absence must have been granted to allow the Employee to care for a sick family member or after the birth or adoption of a child. If so, his or her group health benefits insurance will be continued. Dependents' insurance may also be continued. The Employee will be required to pay the same share of premium as before the leave of absence.

### **When Continuation Ends**

Insurance may continue until the earliest of:

- a) the date the Employee returns to Full-Time work;
- b) the end of a total leave period of 12 weeks in any 12 month period;
- c) the date on which the Employee's coverage would have ended had the Employee not been on leave; or
- d) the end of the period for which the premium has been paid.

## **[A DEPENDENT'S RIGHT TO CONTINUE GROUP HEALTH BENEFITS**

If an Employee dies, any of his or her Dependents who were insured under this Policy may elect to continue coverage. Subject to the payment of the required premium, coverage may be continued until the earlier of:

- a) 180 days following the date of the Employee's death; or
- b) the date the Dependent is no longer eligible under the terms of this Policy.]

## **[CONVERSION RIGHTS FOR DIVORCED SPOUSES**

### **IF AN EMPLOYEE'S MARRIAGE OR CIVIL UNION [OR DOMESTIC PARTNERSHIP] ENDS**

If an Employee's marriage ends by legal divorce or annulment, or the employee's civil union is dissolved [or termination of the domestic partnership] the group health benefits for his or her former spouse ends. The former spouse may convert to an individual major medical policy during the conversion period. The former spouse may insure under his or her individual policy any of his or her Dependent children who were insured under this Policy on the date the group health benefits ends. See **exceptions** below.

### **Exceptions**

No former spouse may use this conversion right:

- a) if he or she is eligible for Medicare; or

b) if it would cause him or her to be overinsured.

This may happen if the spouse is covered or eligible for coverage providing similar benefits provided by any other plan, insured or not insured. [Carrier] will determine if overinsurance exists using its standards for overinsurance.

### **HOW AND WHEN TO CONVERT**

The conversion period means the 31 days after the date group health benefits ends. The former spouse must apply for the individual policy in writing and pay the first premium for such policy during the conversion period. Evidence of insurability will not be required.

### **THE CONVERTED POLICY**

The individual policy will provide the medical benefits that [Carrier] is required to offer in the state where the Employer is located.

The individual policy will take effect on the day after group health benefits under this Policy ends.

After group health benefits under this Policy ends, the former spouse and any children covered under the individual policy may still be paid benefits under this Policy. If so, benefits to be paid under the individual policy will be reduced by the amount paid under this Policy.]



**EFFECT OF INTERACTION WITH A HEALTH MAINTENANCE ORGANIZATION PLAN**

HEALTH MAINTENANCE ORGANIZATION ("HMO") means a prepaid alternative health care delivery system.

A Policyholder may offer its Employees HMO membership in lieu of the group health benefits insurance provided by this Policy. If the Employer does, the following provisions apply.

**IF AN INSURED EMPLOYEE ELECTS HMO MEMBERSHIP**

**Date Group Health Benefits Insurance Ends**

Insurance for an Employee and his or her Dependents will end on the date the Employee becomes an HMO member.

**Benefits After Group Health Benefits Insurance Ends**

When an Employee becomes an HMO member, the **Extended Health Benefits** section of this Policy will not apply to him or her and his or her Dependents.

**Exception:**

**IF**, on the date membership takes effect, the HMO does not provide benefits due to:

- a) an HMO waiting period
- b) an HMO Pre-Existing Conditions limit, or
- c) a confinement in a Hospital not affiliated with the HMO

**AND** the HMO provides benefits for Total Disability when membership ends

**THEN** group health benefits will be paid until the first of the following occurs:

- a) 30 days expire from the date membership takes effect
- b) the HMO's waiting period ends
- c) the HMO's Pre-Existing Conditions limit expires, or
- d) hospitalization ends.

**IF AN HMO MEMBER ELECTS GROUP HEALTH BENEFITS INSURANCE PROVIDED BY THIS POLICY**

**Date Transfer To Such Insurance Takes Effect**

Each Employee who is an HMO member may transfer to such insurance by written request. If he or she elects to do so, any Dependents who are HMO members must also be included in such request. The date such persons are to be insured depends on when and why the transfer request is made.

**Request made during an open enrollment period**

[Carrier] and the Policyholder will agree when this period will be. If an Employee requests insurance during this period, he or she and his or her Dependents will be insured on the date such period ends.

**Request made because:**

a) **an HMO ends its operations**

b) **the Employee [moves outside] [no longer lives, works or resides in] the HMO service area**

If an Employee requests insurance because membership ends for these reasons, the date he or she and his or her Dependents are to be insured depends on the date the request is made.

If it is made:

a) on or before the date membership ends, they will be insured on the date such membership ends

b) within 31 days after the date membership ends, they will be insured on the date the request is made

c) more than 31 days after the date membership ends, the Employee and his or her Dependents will be Late Enrollees.

**Request made because an HMO becomes insolvent**

If an Employee requests insurance because membership ends for this reason, the date he or she and his or her Dependents are to be insured depends on the date the request is made.

If it is made:

a) within 31 days after the date membership ends, they will be insured on the date the request is made

b) more than 31 days after the date membership ends, the Employee and his or her Dependents will be Late Enrollees.

**Request made at any other time**

An Employee may request insurance at any time other than that described above. In this case, he or she and his or her Dependents will be Late Enrollees.

**Other Provisions Affected By A Transfer**

If a person makes a transfer, the following provisions, if required by this Policy for such insurance, will not apply on the transfer date:

a) [an Actively at Work requirement]

b) a waiting period, to the extent it has already been satisfied, or

c) Pre-Existing Conditions Limitation provisions to the extent it has already been satisfied.

**Charges not covered**

Charges incurred before a person becomes insured will be considered Non-Covered Charges.

**Maximum benefit**

The total amount of benefits to be paid for each person will be the maximum benefit specified in this Policy, regardless of any interruption in such person's insurance under this Policy.

**Right to change premium rates**

[Carrier] has the right to change premium rates when, in its opinion, its liability under this Policy is changed by interaction with an HMO plan.

## COORDINATION OF BENEFITS AND SERVICES

### **Purpose Of This Provision**

A [Covered Person] may be covered for health benefits or services by more than one Plan. For instance, he or she may be covered by this [Policy] as an Employee and by another plan as a Dependent of his or her spouse. If he or she is covered by more than one Plan, this provision allows [Carrier] to coordinate what [Carrier] pays or provides with what another Plan pays or provides. This provision sets forth the rules for determining which is the Primary Plan and which is the Secondary Plan. Coordination of benefits is intended to avoid duplication of benefits while at the same time preserving certain rights to coverage under all Plans under which the [Covered Person] is covered.

### **DEFINITIONS**

The words shown below have special meanings when used in this provision. Please read these definitions carefully. [Throughout this provision, these defined terms appear with their initial letter capitalized.]

**Allowable Expense:** The charge for any health care service, supply or other item of expense for which the [Covered Person] is liable when the health care service, supply or other item of expense is covered at least in part under any of the Plans involved, except where a statute requires another definition, or as otherwise stated below.

When this [Policy] is coordinating benefits with a Plan that provides benefits only for dental care, vision care, prescription drugs or hearing aids, Allowable Expense is limited to like items of expense.

[Carrier] will not consider the difference between the cost of a private hospital room and that of a semi-private hospital room as an Allowable Expense unless the stay in a private room is Medically Necessary and Appropriate.

When this [Policy] is coordinating benefits with a Plan that restricts coordination of benefits to a specific coverage, [Carrier] will only consider corresponding services, supplies or items of expense to which coordination of benefits applies as an Allowable Expense.

**Allowed Charge:** An amount that is not more than the usual or customary charge for the service or supply as determined by [Carrier], based on a standard which is most often charged for a given service by a Provider within the same geographic area .

**Claim Determination Period:** A Calendar Year, or portion of a Calendar Year, during which a [Covered Person] is covered by this [Policy] and at least one other Plan and incurs one or more Allowable Expense(s) under such plans.

**Plan:** Coverage with which coordination of benefits is allowed. Plan includes:

- a) Group insurance and group subscriber contracts, including insurance continued pursuant to a Federal or State continuation law;

- b) Self-funded arrangements of group or group-type coverage, including insurance continued pursuant to a Federal or State continuation law;
- c) Group or group-type coverage through a health maintenance organization (HMO) or other prepayment, group practice and individual practice plans, including insurance continued pursuant to a Federal or State continuation law;
- d) Group hospital indemnity benefit amounts that exceed \$150 per day;
- e) Medicare or other governmental benefits, except when, pursuant to law, the benefits must be treated as in excess of those of any private insurance plan or non-governmental plan.

Plan does not include:

- a) Individual or family insurance contracts or subscriber contracts;
- b) Individual or family coverage through a health maintenance organization or under any other prepayment, group practice and individual practice plans;
- c) Group or group-type coverage where the cost of coverage is paid solely by the [Covered Person] except that coverage being continued pursuant to a Federal or State continuation law shall be considered a Plan;
- d) Group hospital indemnity benefit amounts of \$150 per day or less;
- e) School accident –type coverage;
- f) A State plan under Medicaid.

**Primary Plan:** A Plan whose benefits for a [Covered Person’s] health care coverage must be determined without taking into consideration the existence of any other Plan. There may be more than one Primary Plan. A Plan will be the Primary Plan if either “a” or “b” below exist:

- a) The Plan has no order of benefit determination rules, or it has rules that differ from those contained in this Coordination of Benefits and Services provision; or
- b) All Plans which cover the [Covered Person] use order of benefit determination rules consistent with those contained in the Coordination of Benefits and Services provision and under those rules, the plan determines its benefits first.

**Secondary Plan:** A Plan which is not a Primary Plan. If a [Covered Person] is covered by more than one Secondary Plan, the order of benefit determination rules of this Coordination of Benefits and Services provision shall be used to determine the order in which the benefits payable under the multiple Secondary Plans are paid in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan which, under this Coordination of Benefits and Services provision, has its benefits determined before those of that Secondary Plan.

**PRIMARY AND SECONDARY PLAN**

[Carrier] considers each plan separately when coordinating payments.

The Primary Plan pays or provides services or supplies first, without taking into consideration the existence of a Secondary Plan. If a Plan has no coordination of benefits provision, or if the order of benefit determination rules differ from those set forth in these provisions, it is the Primary Plan.

A Secondary Plan takes into consideration the benefits provided by a Primary Plan when, according to the rules set forth below, the plan is the Secondary Plan. If there is more than one Secondary Plan, the order of benefit determination rules determine the order among the Secondary Plans. The Secondary Plan(s) will pay up to the remaining unpaid allowable expenses, but no Secondary Plan will pay more than it would have paid if it had been the Primary Plan. The method the Secondary Plan uses to determine the amount to pay is set forth below in the “**Procedures to be Followed by the Secondary Plan to Calculate Benefits**” section of this provision.

The Secondary Plan shall not reduce Allowable Expenses for medically necessary and appropriate services or supplies on the basis that precertification, preapproval, notification or second surgical opinion procedures were not followed.

### **RULES FOR THE ORDER OF BENEFIT DETERMINATION**

The benefits of the Plan that covers the [Covered Person] as an employee, member, subscriber or retiree shall be determined before those of the Plan that covers the [Covered Person] as a Dependent. The coverage as an employee, member, subscriber or retiree is the Primary Plan.

The benefits of the Plan that covers the [Covered Person] as an employee who is neither laid off nor retired, or as a dependent of such person, shall be determined before those for the Plan that covers the [Covered Person] as a laid off or retired employee, or as such a person’s Dependent. If the other Plan does not contain this rule, and as a result the Plans do not agree on the order of benefit determination, this portion of this provision shall be ignored.

The benefits of the Plan that covers the [Covered Person] as an employee, member, subscriber or retiree, or Dependent of such person, shall be determined before those of the Plan that covers the [Covered Person] under a right of continuation pursuant to Federal or State law. If the other Plan does not contain this rule, and as a result the Plans do not agree on the order of benefit determination, this portion of this provision shall be ignored.

If a child is covered as a Dependent under Plans through both parents, and the parents are neither separated nor divorced, the following rules apply:

- a) The benefits of the Plan of the parent whose birthday falls earlier in the Calendar Year shall be determined before those of the parent whose birthday falls later in the Calendar Year.
- b) If both parents have the same birthday, the benefits of the Plan which covered the parent for a longer period of time shall be determined before those of plan which covered the other parent for a shorter period of time.
- c) Birthday, as used above, refers only to month and day in a calendar year, not the year in which the parent was born.
- d) If the other plan contains a provision that determines the order of benefits based on the gender of the parent, the birthday rule in this provision shall be ignored.

If a child is covered as a Dependent under Plans through both parents, and the parents are separated or divorced, the following rules apply:

- a) The benefits of the Plan of the parent with custody of the child shall be determined first.
- b) The benefits of the Plan of the spouse of the parent with custody shall be determined second.
- c) The benefits of the Plan of the parent without custody shall be determined last.
- d) If the terms of a court decree state that one of the parents is responsible for the health care expenses for the child, and if the entity providing coverage under that Plan has actual knowledge of the terms of the court decree, then the benefits of that plan shall be determined first. The benefits of the plan of the other parent shall be considered as secondary. Until the entity providing coverage under the plan has knowledge of the terms of the court decree regarding health care expenses, this portion of this provision shall be ignored.

If the above order of benefits does not establish which plan is the Primary Plan, the benefits of the Plan that covers the employee, member or subscriber for a longer period of time shall be determined before the benefits of the Plan(s) that covered the person for a shorter period of time.

#### **Procedures to be Followed by the Secondary Plan to Calculate Benefits**

In order to determine which procedure to follow it is necessary to consider:

- a) the basis on which the Primary Plan and the Secondary Plan pay benefits; and
- b) whether the provider who provides or arranges the services and supplies is in the network of either the Primary Plan or the Secondary Plan.

Benefits may be based on the Allowed Charge (AC) or some similar term. This means that the provider bills a charge and the [Covered Person] may be held liable for the full amount of the billed charge. In this section, a Plan that bases benefits on an Allowed Charge is called an “AC Plan.”

Benefits may be based on a contractual fee schedule, sometimes called a negotiated fee schedule, or some similar term. This means that although a provider, called a network provider, bills a charge, the [Covered Person] may be held liable only for an amount up to the negotiated fee. In this section, a Plan that bases benefits on a negotiated fee schedule is called a “Fee Schedule Plan.” If the [Covered Person] uses the services of a non-network provider, the plan will be treated as an AC Plan even though the plan under which he or she is covered allows for a fee schedule.

Payment to the provider may be based on a “capitation”. This means that then HMO pays the provider a fixed amount per [Covered Person]. The [Covered Person] is liable only for the applicable deductible, coinsurance or copayment. If the [Covered Person] uses the services of a non-network provider, the HMO will only pay benefits in the event of emergency care or urgent care. In this section, a Plan that pays providers based upon capitation is called a “Capitation Plan.”

In the rules below, “provider” refers to the provider who provides or arranges the services or supplies and “HMO” refers to a health maintenance organization plan.

Primary Plan is an AC Plan and Secondary Plan is an AC Plan

The Secondary Plan shall pay the lesser of:

- a) the difference between the amount of the billed charges and the amount paid by the Primary Plan; or
- b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

When the benefits of the Secondary Plan are reduced as a result of this calculation, each benefit shall be reduced in proportion, and the amount paid shall be charged against any applicable benefit limit of the plan.

Primary Plan is Fee Schedule Plan and Secondary Plan is Fee Schedule Plan

If the provider is a network provider in both the Primary Plan and the Secondary Plan, the Allowable Expense shall be the fee schedule of the Primary Plan. The Secondary Plan shall pay the lesser of:

- a) The amount of any deductible, coinsurance or copayment required by the Primary Plan; or
- b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

The total amount the provider receives from the Primary plan, the Secondary plan and the [Covered Person] shall not exceed the fee schedule of the Primary Plan. In no event shall the [Covered Person] be responsible for any payment in excess of the copayment, coinsurance or deductible of the Secondary Plan.

Primary Plan is an AC Plan and Secondary Plan is Fee Schedule Plan

If the provider is a network provider in the Secondary Plan, the Secondary Plan shall pay the lesser of:

- a) the difference between the amount of the billed charges for the Allowable Expenses and the amount paid by the Primary Plan; or
- b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

The [Covered Person] shall only be liable for the copayment, deductible or coinsurance under the Secondary Plan if the [Covered Person] has no liability for copayment, deductible or coinsurance under the Primary Plan and the total payments by both the primary and Secondary Plans are less than the provider’s billed charges. In no event shall the [Covered Person] be responsible for any payment in excess of the copayment, coinsurance or deductible of the Secondary Plan.

Primary Plan is Fee Schedule Plan and Secondary Plan is an AC Plan

If the provider is a network provider in the Primary Plan, the Allowable Expense considered by the Secondary Plan shall be the fee schedule of the Primary Plan. The Secondary Plan shall pay the lesser of:

- a) The amount of any deductible, coinsurance or copayment required by the Primary Plan; or
- b) the amount the Secondary Plan would have paid if it had been the Primary Plan.



Primary Plan is Fee Schedule Plan and Secondary Plan is an AC Plan or Fee Schedule Plan

If the Primary Plan is an HMO plan that does not allow for the use of non-network providers except in the event of urgent care or emergency care and the service or supply the [Covered Person] receives from a non-network provider is not considered as urgent care or emergency care, the Secondary Plan shall pay benefits as if it were the Primary Plan.

Primary Plan is Capitation Plan and Secondary Plan is Fee Schedule Plan or an AC Plan

If the [Covered Person] receives services or supplies from a provider who is in the network of both the Primary Plan and the Secondary Plan, the Secondary Plan shall pay the lesser of:

- a) The amount of any deductible, coinsurance or copayment required by the Primary Plan; or
- b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

Primary Plan is Capitation Plan or Fee Schedule Plan or an AC Plan and Secondary Plan is Capitation Plan

If the [Covered Person] receives services or supplies from a provider who is in the network of the Secondary Plan, the Secondary Plan shall be liable to pay the capitation to the provider and shall not be liable to pay the deductible, coinsurance or copayment imposed by the Primary Plan. The [Covered Person] shall not be liable to pay any deductible, coinsurance or copayments of either the Primary Plan or the Secondary Plan.

Primary Plan is an HMO and Secondary Plan is an HMO

If the Primary Plan is an HMO plan that does not allow for the use of non-network providers except in the event of urgent care or emergency care and the service or supply the [Covered Person] receives from a non-network provider is not considered as urgent care or emergency care, but the provider is in the network of the Secondary Plan, the Secondary Plan shall pay benefits as if it were the Primary Plan. Except that the Primary Plan shall pay out-of-Network services, if any, authorized by the Primary Plan.

## **BENEFITS FOR AUTOMOBILE RELATED INJURIES**

This section will be used to determine a person's benefits under this Policy when expenses are incurred as a result of an automobile related Injury.

### **Definitions**

"Automobile Related Injury" means bodily Injury sustained by a Covered Person as a result of an accident:

- a) while occupying, entering, leaving or using an automobile; or
- b) as a pedestrian;

caused by an automobile or by an object propelled by or from an automobile.

"Allowable Expense means a medically necessary, reasonable and customary item of expense covered at least in part as an eligible expense by:

- a) this Policy;
- b) PIP; or
- c) OSAIC.

"Eligible Expense" means that portion of expense incurred for treatment of an Injury which is covered under this Policy without application of Cash Deductibles and Copayments, if any or Coinsurance.

"Out-of-State Automobile Insurance Coverage" or "OSAIC" means any coverage for medical expenses under an automobile insurance policy other than PIP. OSAIC includes automobile insurance policies issued in another state or jurisdiction.

"PIP" means personal injury protection coverage provided as part of an automobile insurance policy issued in New Jersey. PIP refers specifically to provisions for medical expense coverage.

### **Determination of primary or secondary coverage.**

This Policy provides secondary coverage to PIP unless health coverage has been elected as primary coverage by or for the Covered Person under this Policy. This election is made by the named insured under a PIP policy. Such election affects that person's family members who are not themselves named insureds under another automobile policy. This Policy may be primary for one Covered Person, but not for another if the person has separate automobile policies and has made different selections regarding primacy of health coverage.

This Policy is secondary to OSAIC, unless the OSAIC contains provisions which make it secondary or excess to the policyholder's plan. In that case this Policy will be primary.

If there is a dispute as to which policy is primary, this Policy will pay benefits as if it were primary.

### **Benefits this Policy will pay if it is primary to PIP or OSAIC.**

If this Policy is primary to PIP or OSAIC it will pay benefits for eligible expenses in accordance with its terms.

The rules of the **COORDINATION OF BENEFITS AND SERVICES** section of this Policy will apply if:

- a) the Covered Person is insured under more than one insurance plan; and
- b) such insurance plans are primary to automobile insurance coverage.

**Benefits this Policy will pay if it is secondary to PIP or OSAIC.**

If this Policy is secondary to PIP or OSAIC the actual benefits payable will be the lesser of:

- a) the allowable expenses left uncovered after PIP or OSAIC has provided coverage after applying Cash Deductibles and Copayments, or
- b) the benefits that would have been paid if this Policy had been primary.

**Medicare**

If this Policy supplements coverage under Medicare it can be primary to automobile insurance only to the extent that Medicare is primary to automobile insurance.

**MEDICARE AS SECONDARY PAYOR**

**IMPORTANT NOTICE**

**The following sections regarding Medicare may not apply to the Employer's Policy. The Employee must contact his or her Employer to find out if the Employer is subject to Medicare as Secondary Payor rules.**

**If the Employer is subject to such rules, this Medicare as Secondary Payor section applies to the Employee.**

**If the Employer is NOT subject to such rules, this Medicare as Secondary Payor section does not apply to the Employee, in which case, Medicare will be the primary health plan and this Policy will be the secondary health plan for Covered Persons who are eligible for Medicare.**

The following provisions explain how this Policy's group health benefits interact with the benefits available under Medicare as Secondary Payor rules. A Covered Person may be eligible for Medicare by reason of age, disability, or End Stage Renal Disease. Different rules apply to each type of Medicare eligibility, as explained below.

With respect to the following provisions:

- a) "Medicare" when used above, means Part A and B of the health care program for the aged and disabled provided by Title XVI of the United States Social Security Act, as amended from time to time.
- b) A Covered Person is considered to be eligible for Medicare by reason of age from the first day of the month during which he or she reaches age 65. However, if the Covered

Person is born on the first day of a month, he or she is considered to be eligible for Medicare from the first day of the month which is immediately prior to his or her 65th birthday.

c) A "primary" health plan pays benefits for a Covered Person's Covered Charge first, ignoring what the Covered Person's "secondary" plan pays. A "secondary" health plan then pays the remaining unpaid allowable expenses. See the **Coordination of Benefits and Services** section for a definition of "allowable expense".

d) ["We" means Carrier]

## **MEDICARE ELIGIBILITY BY REASON OF AGE (Generally applies to employer groups with 20 or more employees)**

### **Applicability**

This section applies to an Employee or his or her insured spouse who is eligible for Medicare by reason of age. This section does not apply to an insured civil union partner [or an insured domestic partner] who is eligible for Medicare by reason of age.

Under this section, such an Employee or insured spouse is referred to as a "Medicare eligible".

This section does not apply to:

- a) a Covered Person, other than an Employee or insured spouse
- b) an Employee or insured spouse who is under age 65, or
- c) a Covered Person who is eligible for Medicare solely on the basis of End Stage Renal Disease.

### **When An Employee or Insured Spouse Becomes Eligible For Medicare**

When an Employee or insured spouse becomes eligible for Medicare by reason of age, he or she must choose one of the two options below.

Option (A) - The Medicare eligible may choose this Policy as his or her primary health plan. If he or she does, Medicare will be his or her secondary health plan. See the **When This Policy is Primary** section below, for details.

Option (B) - The Medicare eligible may choose Medicare as his or her primary health plan. If he or she does, group health benefits under this Policy will end. See the **When Medicare is Primary** section below, for details.

If the Medicare eligible fails to choose either option when he or she becomes eligible for Medicare by reason of age, [Carrier] will pay benefits as if he or she had chosen Option (A).

### **When this Policy is primary**

When a Medicare eligible chooses this Policy as his or her primary health plan, if he or she incurs a Covered Charge for which benefits are payable under both this Policy and

Medicare, this Policy is considered primary. This Policy pays first, ignoring Medicare. Medicare is considered the secondary plan.

**When Medicare is primary**

If a Medicare eligible chooses Medicare as his or her primary health plan, he or she will no longer be covered for such benefits by this Policy. Coverage under this Policy will end on the date the Medicare eligible elects Medicare as his or her primary health plan.

A Medicare eligible who elects Medicare as his or her primary health plan, may later change such election, and choose this Policy as his or her primary health plan.

**MEDICARE ELIGIBILITY BY REASON OF DISABILITY (Generally applies to employer groups with 100 or more employees)**

**Applicability**

This section applies to a Covered Person who is:

- a) under age 65 except for the Employee's civil union partner [or domestic partner] or the child of the Employee's civil union partner [or domestic partner].; and
- b) eligible for Medicare by reason of disability.

Under this section, such Covered Person is referred to as a "disabled Medicare eligible".

This section does not apply to:

- a) a Covered Person who is eligible for Medicare by reason of age;
- b) a Covered Person who is eligible for Medicare solely on the basis of End Stage Renal Disease or
- c) A Covered Person who is the Employee's civil union partner [or domestic partner] or the child of the Employee's civil union partner [or domestic partner]..

**When A Covered Person Becomes Eligible For Medicare**

When a Covered Person becomes eligible for Medicare by reason of disability, this Policy is the primary plan. Medicare is the secondary plan.

If a Covered Person is eligible for Medicare by reason of disability, he or she must be covered by both Parts A and B. Benefits will be payable as specified in the **COORDINATION OF BENEFITS AND SERVICES** section of this Policy.

**MEDICARE ELIGIBILITY BY REASON OF END STAGE RENAL DISEASE (Applies to all employer groups)**

**Applicability**

This section applies to a Covered Person who is eligible for Medicare on the basis of End Stage Renal Disease (ESRD).

Under this section such Covered Person is referred to as a "ESRD Medicare eligible".

This section does not apply to a Covered Person who is eligible for Medicare by reason of disability.

**When A Covered Person Becomes Eligible For Medicare Due to ESRD**

When a Covered Person becomes eligible for Medicare solely on the basis of ESRD, for a period of up to 30 consecutive months, if he or she incurs a charge for the treatment of ESRD for which benefits are payable under both this Policy and Medicare, this Policy is considered primary. This Policy pays first, ignoring Medicare. Medicare is considered the secondary plan.

This 30-month period begins on the earlier of:

- a) the first day of the month during which a regular course of renal dialysis starts; and
- b) with respect to a ESRD Medicare eligible who receives a kidney transplant, the first day of the month during which such Covered Person becomes eligible for Medicare.

After the 30-month period described above ends, if an ESRD Medicare eligible incurs a charge for which benefits are payable under both this Policy and Medicare, Medicare is the primary plan. This Policy is the secondary plan. If a Covered Person is eligible for Medicare on the basis of ESRD, he or she must be covered by both Parts A and B. Benefits will be payable as specified in the **COORDINATION OF BENEFITS AND SERVICES** section of this Policy.