

CERTIFICATE OF COVERAGE

Anthem Clear Choice Silver X Tiered 5500 CSR 73



This Certificate is Guaranteed Renewable subject 24-A M.R.S.A. § 2850-B.

RIGHT TO EXAMINE

This Certificate replaces any previous Certificates issued by Us.

Services provided during an Inpatient stay that started during an existing Certificate will continue to be covered by the terms of that Certificate until You are discharged or reach any of the Certificate's limits or maximums, whichever occurs first.

If this Certificate of Coverage is provided to You as a new Member, and if You decide not to accept this Certificate, return it to Our home office (Anthem Blue Cross and Blue Shield; 2 Gannett Drive; South Portland, ME 04106-6911) within 10 days after its delivery date. Please include a written request to cancel it. We will then refund any Subscription Charges less any claims paid under this Certificate.

IMPORTANT NOTICE ABOUT YOUR PROVIDER NETWORK AND BENEFITS

This is a tiered network Plan and the tiered Provider network is called "Maine HMO Tiered Options." You may pay different Cost Sharing amounts (Copayments, Deductibles, Out-of-Pocket Limits and/or Coinsurance) depending on whether You receive services from a Tier 1 Network Provider or Tier 2 Network Provider. The tier of that Provider may change if the Provider changes affiliations. There are Hospitals, healthcare Facilities, doctors or other healthcare Providers that are not included in this Plan's network. If You use a Non-Network Provider, there will be no benefits for services, unless they are for Emergency Care, ambulance services related to an Emergency for transportation to a Hospital, Urgent Care services received at an Urgent Care Center, or We have pre-authorized services from a Non-Network Provider.

You are responsible for confirming that the Provider You are seeing or have been referred to see is a Network Provider for this Plan. Please refer to the online Provider directory available at www.anthem.com to determine if a particular Provider is in the Network and whether the Provider is in Tier 1 or Tier 2, or contact Member Services for assistance.

Except for Emergency Care, ambulance services related to an Emergency for transportation to a Hospital, or Urgent Care services received at an Urgent Care Center, there is no benefit for services rendered by Non-Network Providers inside and outside the State of Maine unless the services are approved in advance by Anthem. There is no benefit for out-of-area nonemergency care/non-Urgent Care services, unless approved in advance by Anthem. Please see the "How Your Claims Are Paid" section for further details on out-of-area services through Our Inter-Plan program.

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc.

Welcome to Anthem!

We are pleased that You have become a Member of Our health Plan, where it is Our mission to improve the health of the people We serve. We have designed this Certificate to give a clear description of Your benefits, as well as Our rules and procedures.

This Certificate explains many of the rights and duties between You and Us. It also describes how to get healthcare, what services are covered, and what part of the costs You will need to pay. Many parts of this Certificate are related. Therefore, reading just one or two sections may not give You a full understanding of Your coverage. You should read the whole Certificate to know the terms of Your coverage.

This Certificate, the application, and any amendments or riders attached shall constitute the entire Certificate under which Covered Services and supplies are provided by Us.

Many words used in the Certificate have special meanings (e.g., Covered Services, and Medical Necessity). These words are capitalized and are defined in the "Definitions" section. See these definitions for the best understanding of what is being stated. Throughout this Certificate You will also see references to "We," "Us," "Our," "You," and "Your." The words "We," "Us," and "Our" mean Anthem Blue Cross and Blue Shield (Anthem). The words "You" and "Your" mean the Member, Subscriber and each covered Dependent.

Should You have a complaint, problem or question about Your health Plan or any services received, a Member Services representative will assist You. Contact Member Services by calling the number on the back of Your Member Identification Card. Also be sure to check Our website, www.anthem.com for details on how to find a Provider, get answers to questions, and access valuable health and wellness tips. Thank You again for enrolling in the Plan!



Kathleen S. Kiefer
Corporate Secretary

How to Obtain Language Assistance

Anthem is committed to communicating with Our Members about their health Plan, no matter what their language is. Anthem employs a language line interpretation service for use by all of Our Member Services call centers. Simply call the Member Services phone number on the back of Your Identification Card and a representative will be able to help You. Translation of written materials about Your benefits can also be asked for by contacting Member Services. Teletypewriter/Telecommunications Device for the Deaf (TTY/TDD) services are also available by dialing 711. A special operator will get in touch with Us to help with Your needs.

Si necesita ayuda en español para entender este documento, puede solicitarla sin costo adicional, llamando al número de servicio al cliente.

(If You need Spanish-language assistance to understand this document, You may request it at no additional cost by calling the Member Services number.)

Identity Protection Services

Identity protection services are available with Our Anthem health Plans. To learn more about these services, please visit <https://anthemcares.allclearid.com/>.

Contact Us

Member Services is available to explain policies and procedures, and answer questions regarding the availability of benefits.

For information and assistance, a Member may call or write Anthem.

The telephone number for Member Services is printed on the Member's Identification Card. The address is:

Anthem Blue Cross and Blue Shield
P.O. Box 533
North Haven, CT 06473-0533

Visit Us on-line

www.anthem.com

Home Office Address

Anthem Blue Cross and Blue Shield
2 Gannett Drive
South Portland, ME 04106-6911

Hours of operation

Monday - Friday
8:00 a.m. to 5:00 p.m. Eastern Time

Conformity with Law

If federal laws or the relevant laws of the State of Maine change, the provisions of this Certificate will automatically change to comply with those laws as of their effective dates. Any provision that does not conform with applicable federal laws or the relevant laws of the State of Maine will not be rendered invalid, but will be construed and applied as if it were in full compliance.

Acknowledgement of Understanding

The Member hereby expressly acknowledges their understanding that this Certificate constitutes a contract solely between Member and Anthem Health Plans of Maine, Inc, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting Anthem to use the Blue Cross and/or Blue Shield Service Mark in the State of Maine, and that Anthem is not contracting as the agent of the Association. The Member further acknowledges and agrees that it has not entered into this Certificate based upon representations by any person other than Anthem and that no person, entity, or organization other than Anthem shall be held accountable or liable to the Member for any of Anthem's obligations to the Member created under this Certificate. This paragraph shall not create any additional obligations whatsoever on the part of Anthem other than those obligations created under other provisions of this agreement.

Delivery of Documents

We will provide an Identification Card and Certificate for each Subscriber.

Federal Patient Protection and Affordable Care Act Notices

Choice of Primary Care Physician

We allow the designation of a Primary Care Physician (PCP). You have the right to designate any PCP who participates in Our network and who is available to accept You or Your family members. For information on how to select a PCP, and for a list of PCPs, contact the telephone number on the back of Your Identification Card or refer to Our website, www.anthem.com. For children, You may designate a pediatrician as the PCP.

Access to Obstetrical and Gynecological (OB/GYN) Care

You do not need prior authorization from Us or from any other person (including a PCP) in order to obtain access to obstetrical or gynecological care from a healthcare professional in Our network who specializes in obstetrics or gynecology. The healthcare professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, or procedures for making Referrals. For a list of participating healthcare professionals who specialize in obstetrics or gynecology, contact the telephone number on the back of Your Identification Card or refer to Our website, www.anthem.com.

Two sets of laws exist to protect Members from surprise medical bills, including both Non-Network Cost Sharing and balance billing amounts:

- The federal “No Surprises Act” was signed into law, as part of the Consolidated Appropriations Act, and most provisions of the Act became effective January 1, 2022.
- Maine’s surprise billing law (“An Act To Protect Maine Consumers from Unexpected Medical Bills”) became effective January 1, 2018.

This section describes the provisions of both sets of laws.

Consolidated Appropriations Act of 2021 Notice

Consolidated Appropriations Act of 2021 (CAA)

The Consolidated Appropriations Act of 2021 (CAA) is a federal law that includes the No Surprises Act as well the Provider transparency requirements that are described below.

Surprise Billing Claims

Surprise Billing Claims are claims that are subject to the No Surprises Act requirements:

- Emergency Services provided by Non-Network Providers;
- Covered Services provided by a Non-Network Provider at a Network Facility; and
- Non-Network air ambulance services.

No Surprises Act Requirements

Emergency Services

As required by the CAA, Emergency Services are covered under Your Plan:

- Without the need for Precertification;
- Whether the Provider is Network or Non-Network.

If the Emergency Services You receive are provided by a Non-Network Provider, Covered Services will be processed at the Network benefit level.

Note that if You receive Emergency Services from a Non-Network Provider, Your out-of-pocket costs will be limited to amounts that would apply if the Covered Services had been furnished by a Network Provider. However, if the treating Non-Network Provider determines You are stable, meaning You have been provided necessary Emergency Services such that Your condition will not materially worsen and the Non-Network Provider determines: (i) that You are able to travel to a Network Facility by nonemergency transport; (ii) the Non-Network Provider complies with the notice and consent requirement; and (iii) You are in condition to receive the information and provide informed consent, You will be responsible for all charges. This notice and consent exception does not apply if the Covered Services furnished by a Non-Network Provider result from unforeseen and urgent medical needs arising at the time of service.

Non-Network Services Provided at a Network Facility

When You receive Covered Services from a Non-Network Provider at a Network Facility, Your claims will not be covered if the Non-Network Provider gives You proper notice of its charges, and You give written consent to such charges. This means You will be responsible for all Non-Network charges for those services. This requirement does not apply to Ancillary Services. Ancillary Services are one of the following services: (A) Emergency Services; (B) anesthesiology; (C) laboratory and pathology services; (D) radiology; (E) neonatology; (F) diagnostic services; (G) assistant surgeons; (H) hospitalists; (I) intensivists; and (J) any services set out by the U.S. Department of Health & Human Services. In addition, Anthem will not apply this notice and consent process to You if Anthem does not have a Network Provider in Your area who can perform the services You require.

Non-Network Providers satisfy the notice and consent requirement as follows:

- 1) By obtaining Your written consent no later than 72 hours prior to the delivery of services; or
- 2) If the notice and consent is given on the date of the service, if You make an appointment within 72 hours of the services being delivered.

How Cost Shares Are Calculated

Your Cost Shares for Emergency Services or for Covered Services received by a Non-Network Provider at a Network Facility, will be calculated using the median Plan Network contract rate that we pay Network Providers for the geographic area where the Covered Service is provided. Any out-of-pocket Cost Shares You pay to a Non-Network Provider for either Emergency Services or for Covered Services provided by a Non-Network Provider at a Network Facility will be applied to Your Network Out-of-Pocket Limit.

Appeals

If You receive Emergency Services from a Non-Network Provider, Covered Services from a Non-Network Provider at a Network Facility, or Non-Network Air Ambulance Services and believe those services are covered by the No Surprises Act, You have the right to Appeal that claim. If Your Appeal of a Surprise Billing Claim is denied, then You have a right to Appeal the adverse decision to an Independent Review Organization as set out in the "If You Have a Complaint or an Appeal" section of this Certificate.

Provider Directories

Anthem updates the list of participating Providers at least every 30 days as required by Maine law. In accordance with federal law, Anthem confirms the list of Network Providers in its Provider Directory every 90 days. If You can show that You received inaccurate information from Anthem that a Provider was Network on a particular claim, then You will only be liable for Network Cost Share (i.e., Copayments, Deductibles, and/or Coinsurance) for that claim. Your Network Cost Share will be calculated based upon the Maximum Allowed Amount.

Transparency Requirements

Anthem provides the following information on its website at www.anthem.com:

- Protections with respect to Surprise Billing Claims by Providers, including information on how to contact State and federal agencies if You believe a Provider has violated the No Surprises Act.

You may also obtain the following information on Anthem's website or by calling Member Services at the phone number on the back of Your ID Card:

- Cost Sharing information for 500 defined services, as required by the Centers for Medicare & Medicaid Services (CMS); and
- A listing/directory of all Network Providers.

In addition, Anthem will provide access through its website to the following information:

- Network negotiated rates; and
- Historical Non-Network rates.

Maine's Surprise Billing Law

("An Act To Protect Maine Consumers from Unexpected Medical Bills")

The following only applies to Providers within the State of Maine:

A surprise bill is a bill for Covered Services, including Emergency Services, received by a Member for services rendered by a Non-Network Provider at a Network Provider during a service or procedure performed by a Network Provider, or during a service or procedure previously approved or authorized by Us; however, a surprise bill does not include a bill for Covered Services received by a Member if a Network Provider was available and the Member knowingly elected to obtain the services from a Non-Network Provider.

With respect to a surprise bill, a Member is only responsible for what the Member would have paid (any applicable Coinsurance, Copayment, Deductible or other out-of-pocket expense) for a Network Provider. The Non-Network Provider within the State of Maine is prohibited by law from balance billing the Member.

Surprise bills for Emergency Services may be subject to the dispute resolution process provisions under Maine law.

Which Surprise Bills are Eligible for Independent Dispute Resolution

A surprise bill for covered Emergency Services may be eligible for an Independent Dispute Resolution

(IDR) Process operated by the Maine Bureau of Insurance, if the Non-Network Provider disagrees with the carrier's payment. An Emergency Service is a healthcare item or service furnished or required to evaluate and treat an Emergency Medical Condition that is provided in an Emergency Facility or setting.

Process to Submit a Surprise Bill for Dispute Resolution

1. The claim must involve a surprise bill for covered Emergency Services.
2. The Non-Network Provider requesting IDR (the "applicant") shall submit an application to the Maine Bureau of Insurance in a form and manner prescribed by the Superintendent.

The Dispute Resolution Process

1. Within three business days after an application has been determined to be eligible, the Independent Dispute Resolution Entity (IDRE) will assign an arbitrator and notify the patient, the Provider or Providers, and, if applicable, the carrier or self-insured plan.
2. The arbitrator may request information at any time from the patient, the Provider or Providers, and the carrier, and shall advise the requested party that if a partial response or no response is received, the dispute will be decided based on the available information. Any party shall provide the information requested within the time requested, which shall be no less than five business days after the request is received, and shall attest that the information provided is true and complete.
3. The IDRE shall issue its decision within 30 days after its receipt of a completed application.
4. If the IDRE determines the carrier's payment is reasonable, payment for the dispute resolution process is the responsibility of the Non-Network Provider. When the independent dispute resolution entity determines the Non-Network Provider's fee is reasonable, payment for the dispute resolution process is the responsibility of the carrier. When a good faith negotiation directed by the IDRE results in a settlement between the carrier and the Non-Network Provider, the carrier and the Non-Network Provider shall evenly divide and share the prorated cost for dispute resolution.
5. The party responsible for payment of the IDRE's fee, or its share of the fee in the case of a negotiated settlement, must pay the IDRE within 90 days after the issuance of the decision or submission of the settlement agreement.

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SCHEDULE OF COST SHARE AND BENEFITS

Anthem Clear Choice Silver X Tiered 5500 CSR 73

HIOS Plan ID: 48396ME0710075, 48396ME0710088, 48396ME0710089_04

This chart is a representative list of the benefits and Cost Shares for Covered Services, which are listed in detail in the “What is Covered” section. Cost Shares for Covered Services listed in the chart below and in the “What is Covered” section are determined based on type of service and where services are rendered. A list of services that are not covered can be found in the “What is Not Covered (Exclusions)” section.

Services will only be Covered Services if rendered by Network Providers unless:

- The services are for Emergency Care, ambulance services related to an Emergency for transportation to a Hospital, or Urgent Care services received at an Urgent Care Center; or
- The services are approved in advance by Anthem.

IMPORTANT: You are responsible for confirming that the Provider You are seeing or have been referred to see is a Network Provider for this Plan. It is important to understand that Anthem has many contracting Providers who may not be part of the network of Providers that applies to this Plan.

This is a tiered network Plan. You may pay different Cost Sharing amounts (Copayments, Deductibles, Out-of-Pocket Limits, and/or Coinsurance) depending on whether You receive services from a Tier 1 Network Provider or Tier 2 Network Provider.

Anthem can help You find a Network Provider specific to Your Plan by calling the number on the back of Your Identification Card.

What will I pay?

Reimbursement for Covered Services is based on the Maximum Allowed Amount, which is the most Your Certificate will allow for a Covered Service.

For a detailed explanation of how Your Deductibles and Out-of-Pocket Limits are calculated, see the “How Your Claims Are Paid” section. Except for Surprise Billing Claims, when You receive Covered Services from a Non-Network Provider, You may also be responsible for paying any difference between the Maximum Allowed Amount and the Provider’s actual charges.

Plan Features

Deductible	Tier 1 Network Member Pays	Tier 2 Network Member Pays	Non-Network Member Pays
Individual	\$2,650	\$5,650	Not Covered
Family	\$5,300	\$11,300	Not Covered

The individual Deductible applies to each covered family member. No one person can contribute more than the individual Deductible amount.

Once two or more covered family members’ Deductibles combine to equal the family Deductible amount, the Deductible will be satisfied for the family for that Calendar Year.

Coinsurance	Tier 1 Network Member Pays	Tier 2 Network Member Pays	Non-Network Member Pays

Coinsurance Percentage Unless specified otherwise below	30% Coinsurance	50% Coinsurance	Not Covered
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Out-of-Pocket Limit	Tier 1 Network Member Pays	Tier 2 Network Member Pays	Non-Network Member Pays
Individual	\$7,250	\$7,250	Not Covered
Family	\$14,500	\$14,500	Not Covered

The individual Out-of-Pocket Limit applies to each covered family member. Once two or more covered family members' Out-of-Pocket Limits combine to equal the family Out-of-Pocket Limit amount, the Out-of-Pocket Limit will be satisfied for the family for that Calendar Year.

No one person can contribute more than the individual Out-of-Pocket Limit amount.

Your Tier 1 and Tier 2 Out-of-Pocket Limits accumulate across both tiers.

Medical Services

Medical Services	Tier 1 Network Member Pays	Tier 2 Network Member Pays	Non-Network Member Pays
Ambulance Services Emergency	After Deductible \$0 Copayment 30% Coinsurance		
	After Deductible \$0 Copayment 30% Coinsurance		
Nonemergency Non-Network nonemergency ambulance services are subject to the same Cost Share as Network services up to \$50,000 per occurrence. In addition to Your Cost Share, You will be responsible for amounts over the Maximum Allowed Amount except for air ambulance services.			

Medical Services	Tier 1 Network Member Pays	Tier 2 Network Member Pays	Non-Network Member Pays
Autism Services Including Applied Behavioral Analysis Services	Cost Share determined by place of service and the Covered Service received		Not Covered
Blood Transfusions	Cost Share determined by place of service and the Covered Service received		Not Covered
Clinical Trials	Cost Share determined by place of service and the Covered Service received		Not Covered
Dental Services When provided for Inpatient or Outpatient in a Facility, accidental injury or for certain Members requiring general anesthesia	Cost Share determined by place of service and the Covered Service received		Not Covered
Diabetes Services Includes Outpatient self-management training, management programs, supplies, equipment and education	Cost Share determined by place of service and the Covered Service received		Not Covered
Diagnostic Services - Outpatient Includes freestanding imaging centers and independent laboratories Diagnostic Laboratory and Pathology Services Diagnostic Imaging Services and Electronic Diagnostic Tests	After Deductible \$0 Copayment 30% Coinsurance	After Deductible \$0 Copayment 50% Coinsurance	Not Covered Not Covered

Medical Services	Tier 1 Network Member Pays	Tier 2 Network Member Pays	Non-Network Member Pays
<p>Advanced Imaging Services Including Urgent Care Center</p> <p>Human Leukocyte Antigen Testing Limited to one test per lifetime per Member to a maximum of \$150. Any charges incurred in excess of \$150 will be the responsibility of the Member.</p>	<p>After Deductible \$0 Copayment 30% Coinsurance</p>	<p>After Deductible \$0 Copayment 50% Coinsurance</p>	<p>Not Covered</p>
	<p>Deductible does not apply; \$0 Copayment 0% Coinsurance</p>		<p>Not Covered</p>
<p>Doctor (Physician) Visits</p> <p>Office Visits with:</p> <ul style="list-style-type: none"> Primary Care Physician (PCP) Retail Health Clinic, includes all Covered Services received at a Retail Health Clinic <p>Virtual Visits with PCP The office visit Copayment limit is combined for the visits with Providers/services listed above</p>	<p><u>First visit:</u> Deductible does not apply; \$0 Copayment 0% Coinsurance <u>All subsequent visits:</u> Deductible does not apply; \$40 Copayment 0% Coinsurance *Copayments accumulate towards Your Deductible</p> <p><u>First visit:</u> Deductible does not apply; \$0 Copayment 0% Coinsurance <u>All subsequent visits:</u> Deductible does not apply; \$40 Copayment 0% Coinsurance</p>	<p><u>First visit:</u> Deductible does not apply; \$0 Copayment 0% Coinsurance <u>All subsequent visits:</u> Deductible does not apply; \$70 Copayment 0% Coinsurance *Copayments accumulate towards Your Deductible</p> <p><u>First visit:</u> Deductible does not apply; \$0 Copayment 0% Coinsurance <u>All subsequent visits:</u> Deductible does not apply; \$70 Copayment 0% Coinsurance</p>	<p>Not Covered</p> <p>Not Covered</p>

Medical Services	Tier 1 Network Member Pays	Tier 2 Network Member Pays	Non-Network Member Pays
<p>Virtual Visits with PCP from Our Online Provider, LiveHealth Online (whether accessed directly or through Our mobile app, website, or Anthem-enabled devices)</p>	<p>*Copayments accumulate towards Your Deductible</p> <p>Deductible does not apply; \$0 Copayment 0% Coinsurance</p>	<p>*Copayments accumulate towards Your Deductible</p>	<p>Not Covered</p>
<p>Mental Health and Substance Abuse Provider (including in-person and/or Virtual Visits)</p>	<p><u>First visit:</u> Deductible does not apply; \$0 Copayment 0% Coinsurance <u>All subsequent visits:</u> Deductible does not apply; \$40 Copayment 0% Coinsurance *Copayments accumulate towards Your Deductible</p>	<p><u>First visit:</u> Deductible does not apply; \$0 Copayment 0% Coinsurance <u>All subsequent visits:</u> Deductible does not apply; \$70 Copayment 0% Coinsurance *Copayments accumulate towards Your Deductible</p>	<p>Not Covered</p>
<p>Specialty Care Physician (SCP) (including in-person and/or Virtual Visits)</p>	<p>Deductible does not apply; \$70 Copayment 0% Coinsurance</p>	<p>After Deductible \$120 Copayment 0% Coinsurance</p>	<p>Not Covered</p>
<p>Medical Chats and Virtual Visits (including primary care) from Our online Provider K Health, through its affiliated Provider groups, in Our mobile app</p>	<p>Deductible does not apply; \$0 Copayment 0% Coinsurance</p>		<p>Not Covered</p>

Medical Services	Tier 1 Network Member Pays	Tier 2 Network Member Pays	Non-Network Member Pays
<p>Other Office Services Includes allergy testing and injections, application/removal of cast, non-routine obstetrical and gynecological services, non-routine foot care, and nutritional counseling</p>	<p>After Deductible \$0 Copayment 30% Coinsurance</p>	<p>After Deductible \$0 Copayment 50% Coinsurance</p>	<p>Not Covered</p>
<p>Emergency Room Visits Additional Cost Share determined based on service received</p>	<p>After Deductible \$0 Copayment 30% Coinsurance</p>		
<p>Healthcare Services for COVID-19 Coverage for screening, testing, and immunization for COVID-19</p>	<p>Deductible does not apply; \$0 Copayment 0% Coinsurance</p>		
<p>Home Care Services Includes: visits by a licensed healthcare professional, therapy services, diagnostic services, durable medical equipment, and training of the patient and/or family/caregiver. (see the “What is Covered” section for further details)</p>	<p>After Deductible \$0 Copayment 30% Coinsurance</p>	<p>After Deductible \$0 Copayment 50% Coinsurance</p>	<p>Not Covered</p>
<p>Hospice Care Includes hospice respite care</p>	<p>After Deductible \$0 Copayment 30% Coinsurance</p>	<p>After Deductible \$0 Copayment 50% Coinsurance</p>	<p>Not Covered</p>

Medical Services	Tier 1 Network Member Pays	Tier 2 Network Member Pays	Non-Network Member Pays
<p>Hospital Services Includes: application/removal of cast, maternity and newborn care, and Mental Health and Substance Abuse</p> <p>Inpatient Facility</p> <p>Outpatient Facility</p> <p>Inpatient and Outpatient Professional Services</p>	<p>After Deductible \$0 Copayment 30% Coinsurance</p> <p>After Deductible \$0 Copayment 30% Coinsurance</p> <p>After Deductible \$0 Copayment 30% Coinsurance</p>	<p>After Deductible \$0 Copayment 50% Coinsurance</p> <p>After Deductible \$0 Copayment 50% Coinsurance</p> <p>After Deductible \$0 Copayment 50% Coinsurance</p>	<p>Not Covered</p> <p>Not Covered</p> <p>Not Covered</p>
<p>Medical Supplies, Durable Medical Equipment, Orthotics, Prosthetics and Appliances</p> <p>Hearing Aids Limited to one hearing aid per Member through age 18 for each hearing impaired ear every 36 months Members age 19 and older with documented hearing loss, hearing aids are covered up to \$3,000 per hearing aid for each hearing impaired</p>	<p>After Deductible \$0 Copayment 30% Coinsurance</p>	<p>After Deductible \$0 Copayment 50% Coinsurance</p>	<p>Not Covered</p>

Medical Services	Tier 1 Network Member Pays	Tier 2 Network Member Pays	Non-Network Member Pays
<p>ear every 36 months</p> <p>Infant Formula</p> <p>Medical Food for Inborn Error of Metabolism</p> <p>Parenteral and Enteral Therapy</p> <p>Wigs</p> <p>Limited to one wig per Member, per Calendar Year after cancer treatment</p>			
<p>Prosthetics for limb replacement</p> <p>This benefit applies to prosthetic devices to replace arms and legs, in whole or in part, including hands and feet.</p>	<p>After Deductible \$0 Copayment 20% Coinsurance</p>		<p>Not Covered</p>
<p>Preventive Care Services</p> <p>Network services required by law are not subject to Deductible</p> <p>Includes prostate cancer screening, colorectal screening, mammogram screening, routine gynecological exam, pap test, contraceptives, and tobacco cessation</p>	<p>Deductible does not apply; \$0 Copayment 0% Coinsurance</p>		<p>Not Covered</p>
<p>Skilled Nursing Facility</p> <p>Limited to a maximum of 150 days per Member, per Calendar Year.</p>	<p>After Deductible \$0 Copayment 30% Coinsurance</p>	<p>After Deductible \$0 Copayment 50% Coinsurance</p>	<p>Not Covered</p>

Medical Services	Tier 1 Network Member Pays	Tier 2 Network Member Pays	Non-Network Member Pays
<p>Surgery Ambulatory Surgical Center Includes anesthesia services, breast reduction surgery, symptomatic varicose vein surgery, reconstructive surgeries and morbid obesity surgery</p>	<p>After Deductible \$0 Copayment 30% Coinsurance</p>	<p>After Deductible \$0 Copayment 50% Coinsurance</p>	<p>Not Covered</p>
<p>Therapy Services – Outpatient Includes coverage for Chemotherapy, Dialysis Training, Infusion, Inhalation, and Radiation Therapies Outpatient Habilitative and Rehabilitative Therapy Services (limits on Physical, Occupational and Speech Therapy services listed below are not combined but separate based on determination of Habilitative Service or Rehabilitative Service). The limits do not apply to Mental Health and Substance Abuse conditions</p> <p>Cardiac Rehabilitation Limited to a maximum of 36 visits per cardiac episode.</p> <p>Pulmonary Rehabilitation</p>	<p>After Deductible \$0 Copayment 30% Coinsurance</p> <p>After Deductible \$0 Copayment 30% Coinsurance</p> <p>After Deductible \$0 Copayment 30% Coinsurance</p>	<p>After Deductible \$0 Copayment 50% Coinsurance</p> <p>After Deductible \$0 Copayment 50% Coinsurance</p> <p>After Deductible \$0 Copayment 50% Coinsurance</p>	<p>Not Covered</p> <p>Not Covered</p> <p>Not Covered</p>

Medical Services	Tier 1 Network Member Pays	Tier 2 Network Member Pays	Non-Network Member Pays
<p>Manipulative Therapy/Chiropractic Physical manipulations/adjustments Limited to a maximum of 40 visits per Member, per Calendar Year.</p>	<p>After Deductible \$0 Copayment 30% Coinsurance</p>	<p>After Deductible \$0 Copayment 50% Coinsurance</p>	<p>Not Covered</p>
<p>Early Intervention Services For Members ages birth to three Years with an identified developmental disability or delay.</p>	<p>After Deductible \$0 Copayment 30% Coinsurance</p>	<p>After Deductible \$0 Copayment 50% Coinsurance</p>	<p>Not Covered</p>
<p>Occupational and Physical Therapy Limited to a maximum of 20 visits combined for Occupational and Physical Therapy per Member, per Calendar Year.</p>	<p>After Deductible \$0 Copayment 30% Coinsurance</p>	<p>After Deductible \$0 Copayment 50% Coinsurance</p>	<p>Not Covered</p>
<p>Speech Therapy Limited to a maximum of 20 visits per Member, per Calendar Year. Note: The limits for Physical, Occupational, and Speech Therapy will not apply if You get that care as part of the Home Care, Hospice, Early Intervention or Autism benefit.</p>	<p>After Deductible \$0 Copayment 30% Coinsurance</p>	<p>After Deductible \$0 Copayment 50% Coinsurance</p>	<p>Not Covered</p>

Medical Services	Tier 1 Network Member Pays	Tier 2 Network Member Pays	Non-Network Member Pays
<p>Transplant Human Organ and Bone Marrow/Stem Cell/Cord Blood</p> <p>Transplant Transportation and Lodging</p> <p>Network only \$10,000 maximum benefit limit per transplant</p> <p>Unrelated Donor Search</p> <p>Limited to a maximum of the 10 best matched donors per transplant, identified by an authorized registry.</p>	<p>Cost Share determined by place of service and the Covered Service received</p>		<p>Not Covered</p>
<p>Urgent Care Center</p> <p>Urgent Care Center Visit</p> <p>Other Urgent Care Center Services</p> <p>Additional Cost Share determined based on service received</p>	<p>Deductible does not apply; \$40 Copayment per Urgent Care visit 0% Coinsurance</p> <p>After Deductible \$0 Copayment 30% Coinsurance</p>		

Prescription Drugs

Your Plan has two levels of coverage. To get the lowest out-of-pocket cost, You must get Covered Services from a Level 1 Network Pharmacy. If You get Covered Services from any other Network Pharmacy, benefits will be covered at Level 2 and You may pay more in Deductible, Copayments, and Coinsurance.

Level 1 Network Pharmacies. When You go to Level 1 Network Pharmacies, (also referred to as Core Pharmacies), You pay a lower Copayment/Coinsurance on Covered Services than when You go to other Network Providers.

Level 2 Network Pharmacies. When You go to Level 2 Network Pharmacies, (also referred to as Wrap Pharmacies), You pay a higher Copayment/Coinsurance on Covered Services than when You go to a Level 1 Network Pharmacy.

Retail Pharmacy Prescription Drugs	Network Member Pays		Non-Network Member Pays
	Level 1 Pharmacy	Level 2 Pharmacy	
Tier 1 (30-day supply per Prescription)	Deductible does not apply; \$20.00 Copayment 0% Coinsurance	Deductible does not apply; \$30.00 Copayment 0% Coinsurance	Not Covered
Tier 2 (30-day supply per Prescription)	Deductible does not apply; \$50.00 Copayment 0% Coinsurance	Deductible does not apply; \$60.00 Copayment 0% Coinsurance	Not Covered
Tier 3 (30-day supply per Prescription)	After Deductible \$0 Copayment 30% Coinsurance	After Deductible \$0 Copayment 40% Coinsurance	Not Covered
Tier 4 (30-day supply per Prescription)	After Deductible \$0 Copayment 50% Coinsurance	After Deductible \$0 Copayment 50% Coinsurance	Not Covered

Notes:

Specialty Drugs must be purchased from the Pharmacy Benefits Manager’s Specialty Pharmacy.

Coverage is limited to those drugs listed on Our Prescription Drug List (formulary).

For Food and Drug Administration approved contraceptives, up to a 12-month supply of prescribed contraceptives is covered when dispensed or furnished by a Provider or pharmacist, or at a location licensed or otherwise authorized to dispense drugs or supplies.

The per Member Cost Share for covered prescription insulin drugs used to treat diabetes will not exceed a total of \$35 per prescription for a 30-day supply when obtained from a Network Retail Pharmacy. Deductible does not apply.

In the event of a statewide state of emergency declared by the Governor of Maine, We will cover Prescription Drugs for up to a 180-day supply.

Retail Pharmacy Prescription Drugs	Network Member Pays		Non-Network Member Pays
	Level 1 Pharmacy	Level 2 Pharmacy	
Anthem will cover at least one FDA-approved HIV prevention drug for each method of administration with no Member Cost Share.			

Home Delivery Prescription Drugs	Network Member Pays	Non-Network Member Pays
Tier 1 (90-day supply)	Deductible does not apply; \$50.00 Copayment 0% Coinsurance	Not Covered
Tier 2 (90-day supply)	Deductible does not apply; \$150.00 Copayment 0% Coinsurance	Not Covered
Tier 3 (90-day supply)	After Deductible \$0 Copayment 30% Coinsurance	Not Covered
Tier 4 (30-day supply)	After Deductible \$0 Copayment 50% Coinsurance	Not Covered

Notes:

Specialty Drugs must be purchased from the Pharmacy Benefits Manager’s Specialty Pharmacy and are limited to a 30-day supply.

Coverage is limited to those drugs listed on Our Prescription Drug List (formulary).

For Food and Drug Administration approved contraceptives, up to a 12-month supply of prescribed contraceptives is covered when dispensed or furnished by a Provider or pharmacist, or at a location licensed or otherwise authorized to dispense drugs or supplies.

The per Member Cost Share for covered prescription insulin drugs used to treat diabetes will not exceed a total of \$105 per prescription for a 90-day supply when obtained from a Network Home Delivery Pharmacy. Deductible does not apply.

In the event of a statewide state of emergency declared by the Governor of Maine, We will cover Prescription Drugs for up to a 180-day supply.

Anthem will cover at least one FDA-approved HIV prevention drug for each method of administration with no Member Cost Share.

Pediatric Vision Services

The following vision care services are covered for Members until the end of the month in which they turn 19.

Please see Pediatric Vision Care in the “What is Covered” section for more information on pediatric vision services.

Covered Vision Services	Network Member Pays	Non-Network Member Pays
<p>Routine Eye Exam Covered once per Calendar Year per Member.</p>	<p>Deductible does not apply; \$0 Copayment</p>	<p>Not Covered</p>
<p>Standard Plastic Lenses One set of lenses covered per Calendar Year per Member.</p>		
<p>Single Vision</p>	<p>Deductible does not apply; \$0 Copayment</p>	<p>Not Covered</p>
<p>Bifocal</p>	<p>Deductible does not apply; \$0 Copayment</p>	<p>Not Covered</p>
<p>Trifocal</p>	<p>Deductible does not apply; \$0 Copayment</p>	<p>Not Covered</p>
<p>Progressive</p>	<p>Deductible does not apply; \$0 Copayment</p>	<p>Not Covered</p>
<p>Lenticular</p>	<p>Deductible does not apply; \$0 Copayment</p>	<p>Not Covered</p>
<p>Additional Lens Options Covered lenses include factory scratch coating, UV coating, standard polycarbonate and standard photochromic at no additional cost when received from Network Providers.</p>		
<p>Frames (formulary) One frame covered per Calendar Year per Member.</p>	<p>Deductible does not apply; \$0 Copayment</p>	<p>Not Covered</p>
<p>Contact Lenses (formulary) Elective or non-elective contact lenses are covered once per Calendar Year per Member.</p>		
<p>Elective (conventional and disposable)</p>	<p>Deductible does not apply; \$0 Copayment</p>	<p>Not Covered</p>

Covered Vision Services	Network Member Pays	Non-Network Member Pays
Non-Elective	Deductible does not apply; \$0 Copayment	Not Covered
<p>Important Note: Benefits for contact lenses are in lieu of Your eyeglass lens benefit. If You receive contact lenses, no benefit will be available for eyeglass lenses until the next Calendar Year.</p>		
<p>Low Vision Low vision benefits are only available when received from Blue View Vision Providers.</p>		
<p>Comprehensive Low Vision Exam Covered once per Calendar Year per Member.</p>	Deductible does not apply; \$0 Copayment	Not Covered
<p>Optical/Non-Optical Aids And Supplemental Testing Limited to one occurrence of either optical/non-optical aids or supplemental testing per Calendar Year per Member.</p>	Deductible does not apply; \$0 Copayment	Not Covered

Maine Travel Assistance Program

The Maine Travel Assistance Program will cover out-of-state travel to select Providers in Connecticut, Massachusetts, and New Hampshire only when the Member’s product includes out-of-state coverage and Member receives care from a Network Provider for specific services included in the Maine Travel Assistance Program. The travel program includes lodging and other Member-related travel costs for surgeries and procedures which are not typically done in a doctor’s office or ambulatory surgical center. This includes Inpatient services, including pre-testing (imaging, testing) and follow up care and select Outpatient procedures. Please contact Member Services at the number on the back of Your Identification Card.

HOW YOUR COVERAGE WORKS

The purpose of this section is to help You understand how to receive the highest level of benefits available under this Plan. It provides details about Network Providers who have entered into an agreement with Anthem and Non-Network Providers who have not. You will also find information about how to access a list of Network Providers in Your service area and the importance of choosing a Primary Care Physician.

To find a Network Provider for this Plan, please see “How to Find a Provider in the Network” later in this section.

This is a tiered network Plan. You may pay different Cost Sharing amounts (Copayments, Deductibles, Out-of-Pocket Limits, and/or Coinsurance) depending on whether You receive services from a Tier 1 Network Provider or Tier 2 Network Provider.

Your Plan is an HMO Plan. To get benefits for Covered Services, You must use Network Providers, unless We have approved an Authorized Service or if Your care involves Emergency Care, ambulance services related to an Emergency for transportation to a Hospital, or Urgent Care services received at an Urgent Care Center.

Network Services

If Your care is rendered by a Primary Care Physician (PCP), Specialty Care Physician (SCP), or another Network Provider, benefits will be paid at the Network level. Regardless of Medical Necessity, no benefits will be paid for care that is not a Covered Service even if performed by a PCP, SCP, or another Network Provider. All medical care must be under the direction of doctors. We have final authority to determine the Medical Necessity of the service.

We may inform You that it is not Medically Necessary for You to receive services or remain in a Hospital or other Facility. This decision is made upon review of Your condition and treatment. You have the right to file a grievance as outlined in the “If You Have a Complaint or an Appeal” section of this Certificate.

- Network Providers - include PCPs, SCPs, other professional Providers, Hospitals, and other Facility Providers who contract with Us to perform services for You. PCPs include general practitioners, internists, family practitioners, pediatricians, obstetricians and gynecologists, geriatricians or other Network Providers as allowed by Us. The PCP is the doctor who may provide, coordinate, and arrange Your healthcare services. SCPs are Network doctors who provide specialty medical services not normally provided by a PCP.

For services rendered by Network Providers:

- You will not be required to file any claims for services You obtain directly from Network Providers. Network Providers will seek compensation for Covered Services rendered from Us and not from You except for approved Deductibles, Coinsurance, and/or Copayments. You may be billed by Your Network Providers for any non-Covered Services You receive or when You have not acted in accordance with this Certificate.
- When required, prior approval of benefits is the responsibility of the Network Provider. See the “Requesting Approval for Benefits” section.

If there is no Network Provider who is qualified to perform the treatment You require, contact Us prior to receiving the service or treatment, and We may approve a Non-Network Provider for that service as an Authorized Service.

If You receive Covered Services from a Non-Network Provider after We failed to provide You with accurate information in Our Provider directory, or after We failed to respond to Your telephone or web-based inquiry within the time required by federal law, Covered Services will be covered at the Network level.

Non-Network Services

Covered Services which are not obtained from a PCP, SCP or another Network Provider, or that are not

Authorized Services will be considered a Non-Network service and not covered under Your Plan. The only exceptions are Emergency Care, ambulance services related to an Emergency for transportation to a Hospital, or Urgent Care services received at an Urgent Care Center.

Anthem has processes to review claims before and after payment to detect fraud, waste, abuse and other inappropriate activity. Members seeking services from non-participating or Non-Network Providers could be balance billed by the non-participating/Non-Network Provider for those services that are determined to be not payable as a result of these review processes. A claim may also be determined to be not payable due to a Provider's failure to submit medical records with the claims that are under review in these processes.

How to Find a Provider in the Network

There are several ways You can find out if a Provider or Facility is in the network for this Plan. You can also find out where they are located and details about their license or training.

- See Your Plan's directory of Network Providers at www.anthem.com, which lists the doctors, Providers, and Facilities that participate in this Plan's Network.
- Search for a Provider in Our mobile app, website, or Anthem-enabled devices. Details on how to download the app can be found on Our website, www.anthem.com.
- Contact Member Services to ask for a list of doctors and Providers that participate in this Plan's network based on specialty and geographic area.
- Check with Your doctor or Provider.

If You need details about a Provider's license or training or help choosing a doctor who is right for You, call the Member Services number on the back of Your Member Identification Card. TTY/TDD services also are available by dialing 711. A special operator will get in touch with Us to help with Your needs.

Primary Care Physician (PCP)

The Primary Care Physician (PCP) is a doctor who can provide initial care, basic medical services and can be responsible for ongoing patient care. PCPs are usually internal medicine doctors, family practice doctors, general practitioners, pediatricians, qualified certified nurse practitioners, physician assistants, or obstetricians/gynecologists (OB/GYNs). As Your first point of contact, the PCP gives a wide range of healthcare services, including initial diagnosis and treatment, health supervision, management of chronic conditions, and preventive care.

Selecting a Primary Care Physician (PCP)

Your Plan requires You to select a Primary Care Physician from Our Network, or We will assign one. We will notify You of the PCP that We have assigned. You may then use that PCP or choose another PCP from Our Provider directory. Please see "How to Find a Provider in the Network" for more details.

You have direct access for Medical Chats and Virtual Visits with Our online partners through Our mobile app.

PCPs include family practitioner, pediatrician, internist, obstetrician/gynecologist (OB/GYN), qualified certified nurse practitioners, physician assistants, or other qualified Primary Care Physicians, as required by law, for services within the scope of their license. For example, an internist or general practitioner may be chosen for adults and a pediatrician may be selected for children. If You want to change Your PCP, contact Us or refer to Our website, www.anthem.com.

The First Thing To Do – Make an Appointment With Your PCP

Your PCP's job is to help You stay healthy, not just treat You when You are sick. After You choose a PCP, make an appointment with Your PCP. During this appointment, get to know Your PCP and help Your PCP get to know You. At Your first appointment, talk to Your PCP about:

- Personal health history.
- Family health history.

- Lifestyle.
- Any health concerns You have.

It is important to note, if You have not established a relationship with Your PCP, they may not be able to effectively treat You. To see a doctor, call their office:

- Tell them You are an Anthem Member.
- Have Your Member Identification Card handy. The doctor's office may ask You for Your Member identification number.
- Tell them the reason for Your visit.

When You go to the office, be sure to bring Your Member Identification Card with You.

Maintaining the Patient-Doctor Relationship

Members enroll in this Plan with the understanding that the Primary Care Physician is responsible for determining appropriate treatment for the Member. For personal or religious reasons, some Members may disagree with the treatment recommended by the Primary Care Physician. They may demand treatment that the Primary Care Physician or We judge to be incompatible with proper medical care. In the event of such disagreement, Members have the right to refuse the recommendation of the Primary Care Physician. Members who do not adhere to recommended treatment or who use non-recognized sources of care because of such disagreement, do so with the full understanding that We have no obligation for the costs of such non-authorized care.

Changing Your Primary Care Physician

If You or a Dependent wish to change PCPs, You may call Us to obtain a change form. You may also change Your PCP over the telephone by calling a Member Services Representative at the telephone number on Your ID Card.

When You change PCPs, the change is effective on the first day of the month after: (1) Your change form is received and accepted; or (2) You call to request the change.

If Your Primary Care Physician's participation in this Network ends, We will notify You and will furnish You with a list of Primary Care Physicians so You can choose a new one. If You do not choose a new Primary Care Physician within the specified time, We may assign a Primary Care Physician of the same specialty (if available) for You. If Your Primary Care Physician unexpectedly withdraws from the Network, You may be assigned a temporary Primary Care Physician until You choose a new one.

Connect with Us Using Our Mobile App

As soon as You enroll in this Plan, You should download Our mobile app. You can find details on how to do this on Our website, www.anthem.com.

Our goal is to make it easy for You to find answers to Your questions. You can chat with Us live in the app, or contact Us on Our website, www.anthem.com, or through an Anthem-enabled device.

Referrals

We provide more extensive benefits when healthcare services are provided or coordinated by Your Primary Care Physician. You will receive most of Your healthcare services from Your Primary Care Physician. If Your Primary Care Physician determines that You need specialized care, he or she will authorize You to receive healthcare services from another healthcare Provider. A Referral from Your Primary Care Physician is not a guarantee of coverage for those services. The service must also be covered within the terms of this Certificate. Thus, regardless of Medical Necessity, no benefits will be provided for care that is not a Covered Service, even if performed by Your PCP or authorized as a Referral service. You may call a Member Services Representative at the number on Your ID Card to determine if the service is a Covered Service.

If Your Primary Care Physician authorizes a Referral to a Provider, make sure You understand:

- The name of the Provider to whom You are being referred.
- The period of time, the number of visits and services for which care is authorized.
- Who is to make the appointment(s) with that Provider - You or Your Primary Care Physician's office staff.

While most services will require a Referral, some services do not, such as Medical Chats and Virtual Visits with Our online partners through Our mobile app, website, or Anthem-enabled devices.

You will need to discuss additional care recommended by the referring Provider with Your Primary Care Physician, if the care exceeds the initial Referral for services. If Your referred Provider recommends You to another Provider, You must contact Your Primary Care Physician prior to any treatment so he or she can determine if that care will be authorized. Only Your Primary Care Physician can authorize care with another Provider. If Your Primary Care Physician authorizes these services, benefits will be provided according to the terms of this Certificate. Care that is not authorized by Your Primary Care Physician is not covered, unless otherwise stated in this Certificate. You do not need a Referral from Your Primary Care Physician for Mental Health and Substance Abuse treatment services. Please refer to the "Requesting Approval for Benefits" section of this Certificate for details on prior authorization.

Note: If Your Primary Care Physician determines You do not need a Referral and You disagree, You have the right to Appeal the decision as outlined in the "If You Have a Complaint or an Appeal" section of this Certificate.

Referrals to Specialists

Your Primary Care Physician may refer You to a Specialist. Specialists are Providers who practice in specialty areas such as neurology, surgery, and others. With the prior authorization of Your Primary Care Physician, You can obtain care from Network Specialists.

You do not need a Referral or approval from Your PCP to see an Obstetrician/Gynecologist (OB/GYN).

You may receive Covered Services from a Network Provider with a Referral from a Direct Primary Care Provider.

Referral to Non-Network

You may require services that are not available from Providers within the Network. Your Primary Care Physician may make a Referral to a Non-Network Provider. Referrals to a Non-Network Provider must be approved by Us for services to be reimbursed.

Standing Referrals

A Member with a special condition requiring ongoing care from a Specialist may receive a standing Referral to a Specialist for treatment of the special condition from the Member's PCP. A special condition is a condition or disease that is life-threatening, degenerative, or disabling and requires specialized medical care over a prolonged period of time. A standing Referral must be made according to a treatment plan, approved by Our medical director in consultation with the Member's PCP.

Referrals from Former PCP

Referrals from Your former PCP are not valid. You should discuss the Referrals with Your new PCP.

Continuity of Care

If Your Network Provider leaves Our Network for any reason other than termination for cause and You are in active treatment, You may be able to continue seeing that Provider for a limited period of time and still receive Network benefits. "Active treatment" includes:

1. An ongoing course of treatment for a life-threatening condition.
2. An ongoing course of treatment for a serious acute condition, (examples include chemotherapy, radiation therapy and post-operative visits).
3. The second or third trimester of pregnancy and through the postpartum period.
4. An ongoing course of treatment for a health condition for which the doctor or healthcare Provider

attests that discontinuing care by the current doctor or Provider would worsen Your condition or interfere with anticipated outcomes. An “ongoing course of treatment” includes treatments for Mental Health and Substance Abuse disorders.

In these cases, You may be able to continue seeing that Provider until treatment is complete, or for 90 days, whichever is shorter. If You wish to continue seeing the same Provider, You or Your doctor should contact Member Services for details. Any decision by Us regarding a request for continuity of care is subject to the Appeals process.

Identification Card

When You receive care, You must show Your Identification Card. Only a Member who has paid the Subscription Charge under this Certificate has the right to services or benefits under this Certificate. If anyone receives services or benefits to which he/she is not entitled to under the terms of this Certificate, he/she is responsible for the actual cost of the services or benefits.

After Hours Care

If You need care after normal business hours, Your doctor may have several options for You. You should call Your doctor’s office for instructions if You need care in the evenings, on weekends, or during the holidays and cannot wait until the office reopens.

- If Your condition is an Emergency, You should be taken to the nearest appropriate medical Facility. In the event of an Emergency, call 911.
- Your coverage includes benefits for services rendered by Providers other than Network Providers when the condition treated is an Emergency, as defined in this Certificate.

Relationship of Parties (Anthem and Network Providers)

The relationship between Anthem and Network Providers is an independent contractor relationship. Network Providers are not agents or employees of Ours, nor is Anthem, or any employee of Anthem, an employee or agent of Network Providers.

Your healthcare Provider is solely responsible for all decisions regarding Your care and treatment, regardless of whether such care and treatment is a Covered Service under this Plan. We shall not be responsible for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by You while receiving care from any Network Provider or for any injuries suffered by You while receiving care from any Network Provider’s Facilities.

Your Network Provider’s agreement for providing Covered Services may include financial incentives or risk sharing relationships related to the provision of services or Referrals to other Providers, including Network Providers, Non-Network Providers, and disease management programs. If You have questions regarding such incentives or risk sharing relationships, please contact Your Provider or Us.

Subcontracted Organizations or Entities

We may subcontract particular services to organizations or entities that have specialized expertise in certain areas. This may include, but is not limited to, Prescription Drugs, mental health, behavioral health and substance abuse services. Such subcontracted organizations or entities may make benefit determinations and/or perform administrative, claims paying, or customer service duties on Our behalf.

REQUESTING APPROVAL FOR BENEFITS

Your Plan includes the process of Utilization Review to decide when services are Medically Necessary or Experimental or Investigational as those terms are defined in this Certificate. Utilization Review aids in the delivery of cost-effective healthcare by reviewing the use of treatments and, when proper, level of care and/or the setting or place of service that they are performed.

Reviewing Where Services Are Provided

A service must be Medically Necessary to be a Covered Service. When level of care, setting or place of service is part of the review, services that can be safely given to You in a lower level place of care or lower cost setting, will not be Medically Necessary if they are given in a higher level place of care, or higher cost setting. This means that a request for a service may be denied because it is not Medically Necessary for that service to be provided in the place of care or setting that is being requested. When this happens the service can be requested again in another setting or place of care and will be reviewed again for Medical Necessity. At times a different type of Provider or Facility may need to be used in order for the service to be considered Medically Necessary.

Examples include, but are not limited to:

- A service may be denied on an Inpatient basis at a Hospital but may be approved if provided on an Outpatient basis in a Hospital setting.
- A service may be denied on an Outpatient basis in a Hospital setting but may be approved at a free-standing imaging center, infusion center, ambulatory surgical center, or in a doctor's office.
- A service may be denied at a Skilled Nursing Facility but may be approved in a home setting.

Certain services must be reviewed to determine Medical Necessity in order for You to get benefits. Utilization Review criteria will be based on many sources including medical policy and clinical guidelines. Anthem may decide that a treatment that was asked for is not Medically Necessary if a clinically equivalent treatment is more cost effective, available and appropriate. "Clinically equivalent" means treatments that for most Members, will give You similar results for a disease or condition.

If You have any questions about the Utilization Review process, the medical policies or clinical guidelines, You may call the Member Services phone number on the back of Your Identification Card.

Coverage for or payment of the service or treatment reviewed is not guaranteed even if We decide Your services are Medically Necessary. For benefits to be covered, on the date You get service:

1. You must be eligible for benefits;
2. Subscription Charge must be paid for the time period that services are given;
3. The service or supply must be a Covered Service under Your Plan;
4. The service cannot be subject to an exclusion under Your Plan; and
5. You must not have exceeded any applicable limits under Your Plan.

Types of Reviews

- **Pre-service Review** – A review of a service, treatment or admission for a benefit coverage determination which is done before the service or treatment begins or admission date.
 - **Precertification** – A required pre-service Review for a benefit coverage determination for a service or treatment. Certain Services require Precertification in order for You to get benefits. The benefit coverage review will include a review to decide whether the service meets the definition of Medical Necessity or is Experimental or Investigational as those terms are defined in this Certificate.

For admissions following Emergency Care, You, Your authorized representative or doctor must tell Us within 48 hours of the admission or as soon as possible. For labor/childbirth admissions, Precertification is not required for the first 48 hours for a vaginal delivery or 96 hours for a cesarean section. Admissions longer than 48/96 hours require Precertification.

- **Continued Stay/Concurrent Review** - A Utilization Review of a service, treatment or admission for a

benefit coverage determination which must be done during an ongoing stay in a Facility or course of treatment.

Both pre-service and continued stay/concurrent reviews may be considered urgent when, in the view of the treating Provider or any doctor with knowledge of Your medical condition, without such care or treatment, Your life or health or Your ability to regain maximum function could be seriously threatened or You could be subjected to severe pain that cannot be adequately managed without such care or treatment.

Urgent reviews are conducted under a shorter timeframe than standard reviews.

- Post-service Review** - A review of a service, treatment or admission for a benefit coverage that is conducted after the service or supply has been provided. Post-service reviews are performed when a service, treatment or admission did not need Precertification. Post-service reviews are done for a service, treatment or admission in which We have a related clinical coverage guideline and are typically initiated by Us.

Who is Responsible for Precertification

Typically, Network Providers know which services need Precertification and will get any Precertification when needed. Your Primary Care Physician and other Network Providers have been given detailed information about these procedures and are responsible for meeting these requirements. Generally, the ordering Provider, Facility or attending doctor (“requesting Provider”) will get in touch with Us to ask for a Precertification. However, You may request a Precertification, or You may choose an authorized representative to act on Your behalf for a specific request. The authorized representative can be anyone who is 18 years of age or older. The table below outlines who is responsible for Precertification and under what circumstances.

Provider Network Status	Responsibility to Get Precertification	Comments
Network	Provider	The Provider must get Precertification when required.
Non-Network	Member	The Member has no benefit coverage for a Non-Network Provider unless: <ul style="list-style-type: none"> The Member gets approval to use a Non-Network Provider before the service is given; or The Member requires an Emergency Care admission (See note below.) The Member may be financially responsible for charges/costs related to the service and/or setting in whole or in part if the service and/or setting is found not to be Medically Necessary.

BlueCard® Provider	Member (Except for Inpatient admissions)	<p>The Member has no benefit coverage for a BlueCard® Provider unless:</p> <ul style="list-style-type: none"> • The Member gets approval to use a BlueCard® Provider before the service is given; or • The Member requires an Emergency Care admission (See note below.) <p>If these are true, then:</p> <ul style="list-style-type: none"> • The Member must get Precertification when required (Call Member Services). • The Member may be financially responsible for charges/costs related to the service and/or setting in whole or in part if the service and/or setting is found not to be Medically Necessary. • BlueCard® Providers must obtain Precertification for all Inpatient admissions.
<p>NOTE: Precertification is not required to receive Emergency Care. For Emergency Care admissions, You, Your authorized representative or doctor must tell Us within 48 hours of the admission or as soon as possible.</p>		

How Decisions are Made

We will use Our clinical coverage guidelines, such as medical policy, clinical guidelines, and other applicable policies and procedures to help make Our Medical Necessity decisions. This includes decisions about Prescription Drugs as detailed in the section “Prescription Drugs Administered by a Medical Provider.” Medical policies and clinical guidelines reflect the standards of practice and medical interventions identified as proper medical practice. We reserve the right to review and update these clinical coverage guidelines from time to time.

You are entitled to ask for and get, free of charge, reasonable access to any records concerning Your request. To ask for this information, call the Precertification phone number on the back of Your Identification Card.

If You are not satisfied with Our decision under this section of Your benefits, please refer to the “If You Have a Complaint or an Appeal” section to see what rights may be available to You.

Decision and Notice Requirements

We will review requests for benefits according to the timeframes listed below. The timeframes and requirements listed are based on State and federal laws. Where State laws are stricter than federal laws, We will follow State laws. If You live in and/or get services in a State other than the State where Your Certificate was issued, other State-specific requirements may apply. You may call the phone number on the back of Your Identification Card for more details.

Type of Review	Timeframe Requirement for Decision and Notification
Urgent pre-service review	24 hours from the receipt of the request

Non-urgent pre-service review	72 hours or two business days, whichever is less from the receipt of the request
Concurrent/continued stay review when hospitalized at the time of the request and no previous authorization exists	One working day after receiving all necessary information
Urgent concurrent/continued stay review when request is received more than 24 hours before the end of the previous authorization	24 hours after receiving all necessary information
Urgent concurrent/continued stay review when request is received less than 24 hours before the end of the previous authorization	24 hours after receiving all necessary information
Non-urgent concurrent/continued stay review	One working day after receiving all necessary information
Post-service review	30 calendar days from the receipt of the request

If more information is needed to make Our decision, We will tell the requesting Provider of the specific information needed to finish the review. If We do not get the specific information We need by the required timeframe, We will make a decision based upon the information We have.

We will notify You and Your Provider of Our decision as required by State and federal law. Notice may be given by one or more of the following methods: verbal, written, and/or electronic.

Important Information

Anthem may, from time to time, waive, enhance, modify or discontinue certain medical management processes (including Utilization Review, case management, and disease management) and/or offer an alternative benefit if, in Anthem's discretion, such change is in furtherance of the provision of cost-effective, value based and/or quality services.

We may also select certain qualifying Providers to participate in a program that exempts them from certain procedural or medical management processes that would otherwise apply. We may also exempt Your claim from medical review if certain conditions apply.

Just because Anthem exempts a process, Provider or claim from the standards which otherwise would apply, it does not mean that Anthem will do so in the future, or will do so in the future for any other Provider, claim or Member. Anthem may stop or modify any such exemption with or without advance notice.

You may find out whether a Provider is taking part in certain programs by checking Your on-line Provider directory, on-line Precertification list, or contacting the Member Services number on the back of Your ID Card.

We also may identify certain Providers to review for potential fraud, waste, abuse or other inappropriate activity if the claims data suggests there may be inappropriate billing practices. If a Provider is selected under this program, then We may use one or more clinical Utilization Review guidelines in the review of claims submitted by this Provider, even if those guidelines are not used for all Providers delivering

services to the Plan's Members.

Health Plan Individual Case Management

Our health Plan case management programs (case management) help coordinate services for Members with healthcare needs due to serious, complex, and/or chronic health conditions. Our programs coordinate benefits and educate Members who agree to take part in the case management program to help meet their health-related needs.

Our case management programs are confidential and voluntary and are made available at no extra cost to You. These programs are provided by, or on behalf of and at the request of, Your health Plan case management staff. These case management programs are separate from any Covered Services You are receiving.

If You meet program criteria and agree to take part, We will help You meet Your identified healthcare needs. This is reached through contact and team work with You and/or Your chosen representative, treating doctor(s), and other Providers.

In addition, We may assist in coordinating care with existing community-based programs and services to meet Your needs. This may include giving You information about external agencies and community-based programs and services.

In certain cases of severe or chronic illness or injury, We may provide benefits for alternate care that is not listed as a Covered Service. We may also extend Covered Services beyond the benefit maximums of this Plan. We will make Our decisions case-by-case, if in Our discretion the alternate or extended benefit is in the best interest of the Member and Anthem. A decision to provide extended benefits or approve alternate care in one case does not obligate Us to provide the same benefits again to You or to any other Member. We reserve the right, at any time, to alter or stop providing extended benefits or approving alternate care. In such case, We will notify You or Your representative in writing.

Members' Rights and Responsibilities

You have the right to:

- Request in writing a copy of Our clinical review criteria used in arriving at any denial or reduction of benefits;
- Appeal any adverse determinations based on Medical Necessity;
- Refuse treatment for any condition, illness, or disease without jeopardizing future treatment.

Second Surgical Opinion

Second surgical opinion is an opinion given by a network board certified surgeon when Your doctor recommends surgery. It is important to note that although You may receive a second surgical opinion, the choice of having the surgery is always Yours.

To receive benefits for a second surgical opinion, You must receive approval from Us prior to seeking the second surgical opinion. We pay up to the Maximum Allowed Amount for second surgical opinions. Deductibles and Coinsurance do not apply to this benefit. For approval of a second surgical opinion, call toll-free Member Services number on the back of Your ID Card.

If You receive a second surgical opinion without approval by Us, then normal Cost Share and limits will apply.

Network Provider Unavailable

If You are unable to obtain services from a Network Provider, You or Your doctor should call the telephone number on Your ID Card. Our care managers will work with You or Your doctor to locate a Network Provider. If it is determined by the care manager that no Network Provider is available, We will authorize Covered Services from a Non-Network Provider.

WHAT IS COVERED

This section describes the Covered Services available under this Certificate. Covered Services are subject to all the terms and conditions listed in this Certificate, including, but not limited to, benefit maximums, Deductibles, Copayments, Coinsurance, exclusions and Medical Necessity requirements.

Please read the following sections of this Certificate for more information about the Covered Services described in this section:

- "Schedule of Cost Share and Benefits" – for amounts You need to pay and benefit limits
- "Requesting Approval for Benefits" – for details on selecting Providers and services that require pre-authorization
- "What is Not Covered (Exclusions)" – for details on services that are not covered

Benefits are listed alphabetically to make them easy to find. Please note that several sections may apply to Your claims. For example, if You have Inpatient surgery, benefits for Your Hospital stay will be described under "Hospital Services," "Inpatient Hospital Care" and benefits for Your doctor's services will be described under "Inpatient Professional Services." As a result, You should read all sections that might apply to Your claims.

You should also know that many Covered Services can be received in several settings, including a doctor's office, an Urgent Care Center, an Outpatient Facility, or an Inpatient Facility. Benefits will often vary depending on where You choose to get Covered Services, and this can result in a change in the amount You need to pay.

Medical Services

Ambulance Services (Air, Ground and Water)

Medically Necessary ambulance services are covered when:

- You are transported by a State licensed vehicle that is designed, equipped, and used only to transport the sick and injured and staffed by Emergency Medical Technicians (EMT), paramedics, or other certified medical professionals. This includes ground, fixed wing, rotary wing or water transportation;
- And one or more of the following are met:
 - You are taken:
 1. From Your home, scene of an accident or medical Emergency to a Hospital;
 2. Between Hospitals, including when We require You to move from a Non-Network Hospital to a Network Hospital; or
 3. Between a Hospital, Skilled Nursing Facility (ground transport only) or approved Facility.

You must be taken to the nearest Facility that can give care for Your condition. In certain cases We may approve benefits for transportation to a Facility that is not the nearest Facility.

Benefits also include Medically Necessary treatment of a sickness or an injury by medical professionals during ambulance service, even if You are not taken to a Facility.

Non-Network ambulance Providers within the State of Maine may not bill You for any charges that exceed the Plan's Maximum Allowed Amount.

Ground Ambulance

Services are subject to Medical Necessity review by Us.

Air and Water Ambulance

Air ambulance services are subject to Medical Necessity review by Us. We retain the right to select the air ambulance Provider. This includes fixed wing, rotary wing or water transportation.

Air ambulance services for nonemergency Hospital to Hospital transports must be preauthorized.

Hospital to Hospital Air Ambulance Transport

Air ambulance transport is for purposes of transferring from one Hospital to another Hospital and is a Covered Service if such air ambulance transport is Medically Necessary, for example, if transportation by ground ambulance would endanger Your health or the transferring Hospital does not have adequate Facilities to provide the medical services needed. Examples of such specialized medical services that are generally not available at all types of Facilities may include, but are not limited to, burn care, cardiac care, trauma care, and critical care. Transport from one Hospital to another Hospital is covered only if the Hospital to which the patient is transferred is the nearest one with medically appropriate Facilities.

Fixed and Rotary Wing Air Ambulance

Fixed wing or rotary wing air ambulance is furnished when Your medical condition is such that transport by ground ambulance, in whole or in part, is not appropriate. Generally, transport by fixed wing or rotary wing air ambulance may be necessary because Your condition requires rapid transport to a treatment Facility, and either great distances or other obstacles preclude such rapid delivery to the nearest appropriate Facility. Transport by fixed wing or rotary wing air ambulance may also be necessary because You are located in a place that is inaccessible to a ground or water ambulance Provider.

Autism Services

We provide coverage for any assessments, evaluations or tests by a licensed doctor or licensed psychologist to diagnose whether an individual has an Autism Spectrum Disorder. Treatment of Autism Spectrum Disorders is covered when it is determined by a licensed doctor or licensed psychologist that

the treatment is Medically Necessary Health Care, as defined in the Certificate of Coverage. A licensed doctor or licensed psychologist may be required to demonstrate ongoing Medical Necessity for coverage at least annually.

Blood Transfusions

Benefits include coverage for blood transfusions including the cost of blood, blood plasma, and blood plasma expanders, and administrative costs of autologous blood pre-donations.

Clinical Trials

Benefits include coverage for services, such as routine patient care costs given to You as a participant in an approved clinical trial if the services are Covered Services under this Plan. An “approved clinical trial” means a phase I, phase II, phase III, or phase IV clinical trial that studies the prevention, detection, or treatment of cancer or other life-threatening conditions. The term life-threatening condition means any disease or condition from which death is likely unless the disease or condition is treated.

Benefits are limited to the following trials:

1. Federally funded trials approved or funded by one of the following:
 - a. The National Institutes of Health.
 - b. The Centers for Disease Control and Prevention.
 - c. The Agency for Health Care Research and Quality.
 - d. The Centers for Medicare & Medicaid Services.
 - e. Cooperative group or center of any of the entities described in (a) through (d) or the Department of Defense or the Department of Veterans Affairs.
 - f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
 - g. Any of the following in i-iii below if the study or investigation has been reviewed and approved through a system of peer review that the Secretary of Health and Human Services determines (1) to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health, and (2) assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review. The peer review requirement shall not be applicable to cancer clinical trials provided by i-iii below.
 - i. The Department of Veterans Affairs.
 - ii. The Department of Defense.
 - iii. The Department of Energy.
2. Studies or investigations done as part of an investigational new drug application reviewed by the Food and Drug Administration (FDA);
3. Studies or investigations done for drug trials which are exempt from the investigational new drug application.

Routine patient care costs include items, services, and drugs provided to You in connection with an approved clinical trial and that would otherwise be covered by this Plan.

All requests for clinical trials services, including requests that are not part of approved clinical trials will be reviewed according to Our Clinical Coverage Guidelines, related policies and procedures.

Dental Services

Dental services for adults

We provide benefits only for the following:

- Setting a jaw fracture.
- Removing a tumor (but not a root cyst).
- Treatment within six months of an accidental injury to repair or replace natural teeth or within six months of the Effective Date of coverage, whichever is later.
- Repairing or replacing dental prostheses caused by an accidental bodily injury within six months of the injury or within six months of the Effective Date of coverage, whichever is later.

Dental Procedures

We will provide benefits for general anesthesia and associated Facility charges for dental procedures rendered in a Hospital when the Member is classified as vulnerable. Examples of vulnerable Members include, but are not limited to, the following:

- Infants.
- Individuals exhibiting physical, intellectual or medically compromising conditions for which dental treatment under local anesthesia, with or without additional adjunctive techniques and modalities, cannot be expected to provide a successful result and for which dental treatment under general anesthesia can be expected to produce a superior result.
- Individuals with acute infection.
- Individuals with allergies.
- Individuals who have sustained extensive oral-facial or dental trauma.
- Individuals who are extremely uncooperative, fearful or anxious.

Diabetes Services

Benefits are provided for medical supplies, services, and equipment used in the treatment of diabetes, including diabetes self-management education programs.

Diabetes self-management training is covered for an individual with insulin dependent diabetes, noninsulin dependent diabetes, or elevated blood glucose levels induced by pregnancy or another medical condition when:

- Medically Necessary;
- Ordered in writing by a doctor or a podiatrist; and
- Provided by a healthcare professional who is licensed, registered, or certified under State law.

For the purposes of this benefit, a "healthcare professional" means the doctor or podiatrist ordering the training or a Provider who has obtained certification in diabetes education by the American Diabetes Association.

Covered Services also include all doctor prescribed Medically Necessary equipment and supplies used for the management and treatment of diabetes. See "Medical Supplies, Durable Medical Equipment and Appliances." Screenings for gestational diabetes are covered under "Preventive Care Services."

Diagnostic Services Outpatient

Your Plan includes benefits for tests or procedures to find or check a condition when specific symptoms exist.

Tests must be ordered by a Provider and include diagnostic services ordered before a surgery or Hospital admission. Benefits include, but not limited to, the following services:

Diagnostic Laboratory and Pathology Services

- Human Leukocyte Antigen (HLA) Testing

Diagnostic Imaging Services and Electronic Diagnostic Tests

- X-rays/regular imaging services
- Ultrasound
- Electrocardiograms (EKG)
- Electroencephalography (EEG)
- Echocardiograms
- Hearing and vision tests for a medical condition or injury (not for screenings or preventive care)
- Tests ordered before a surgery or admission

Advanced Imaging Services

Benefits are also available for advanced imaging services, which include, but are not limited to:

- CT scan

- CTA scan
- Magnetic Resonance Imaging (MRI)
- Magnetic Resonance Angiography (MRA)
- Magnetic Resonance Spectroscopy (MRS)
- Nuclear cardiology
- PET scans
- PET/CT fusion scans
- QCT bone densitometry
- Diagnostic CT colonography

The list of advanced imaging services may change as medical technologies change.

Freestanding Imaging Centers

We provide benefits for diagnostic services performed by freestanding imaging centers. All services must be ordered by a professional. You must receive prior authorization from Us for the advanced diagnostic imaging services which include, but are not limited to:

- CT scan
- MRI/MRA
- Nuclear cardiology
- PET scan

Please call the number on the back of Your Identification Card if You have questions regarding which services require prior authorization.

Independent Laboratories

We provide benefits for diagnostic services performed by independent laboratories. All services must be ordered by a professional.

Doctor (Physician) Visits

Covered Services include:

Office Visits for medical care (including second opinions) to examine, diagnose, and treat an illness or injury.

Virtual Visits

Covered Services include virtual Telemedicine/Telehealth visits that are appropriately provided through the internet via video. This includes visits with Providers who also provide services in person, as well as online-only Providers.

- **Medical Chats** Covered Services accessed through Our mobile app with a doctor via a text message or chat for limited medical care.
- **“Telemedicine/Telehealth”** means the delivery of healthcare or other health services using electronic communications and information technology, including: live (synchronous) secure videoconferencing; or secure instant messaging through Our mobile app, website, or Anthem-enabled devices; interactive store and forward (asynchronous) technology, telemonitoring, and audio-only telephone. Covered Services are provided to facilitate the diagnosis, consultation and treatment, education, care management and self-management of a patient's physical and/or mental health. In-person contact between a healthcare Provider and the patient is not required for these services, and the type of setting where these services are provided is not limited.

Please Note: Not all services can be delivered through virtual visits. Certain services require equipment and/or direct physical hands-on care that cannot be provided remotely. Also, please note that not all Providers offer virtual visits.

If You have any questions about this coverage, please contact Member Services at the number on the back of Your Identification Card.

Home Visits for medical care to examine, diagnose, and treat an illness or injury. Please note that doctor visits in the home are different than the “Home Care Services” benefit described later in this section.

Retail Health Clinic Care for limited basic healthcare services to Members on a “walk-in” basis. These clinics are normally found in major Pharmacies or retail stores. Healthcare services are typically given by physician assistants or nurse practitioners. Services are limited to routine care and treatment of common illnesses for adults and children.

Walk-In Doctor’s Office for services limited to routine care and treatment of common illnesses for adults and children. You do not have to be an existing patient or have an appointment to use a walk-in doctor’s office.

Allergy Services for Medically Necessary allergy testing and treatment, including allergy serum and allergy shots.

Foot Care for podiatry services, including systemic circulatory disease. Routine foot care is not covered.

Specialist e-Consultations are electronic communications between Your PCP, who is rendering care to You, and a Network Specialist to help evaluate Your condition or diagnosis. The consultation will be at no cost to You. Your PCP may consider the information provided by the Network Specialist in determining Your treatment. The consultation will be conducted using electronic information and communication technologies and the results may be documented in an electronic health record.

Emergency Care Services

If You are experiencing an Emergency please call 911 or visit the nearest Hospital for treatment.

Benefits are available in a Hospital Emergency room for services and supplies to treat the onset of symptoms for an Emergency, which is defined below.

Emergency Medical Condition (Emergency) means the sudden and, at the time, unexpected onset of a physical or mental health condition, including severe pain, manifesting itself by symptoms of sufficient severity, regardless of the final diagnosis that is given, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe:

- A. That the absence of immediate medical attention for an individual could reasonably be expected to result in:
 1. Placing the physical or mental health of the individual or, with respect to a pregnant woman, the health of the pregnant woman or her unborn child in serious jeopardy;
 2. Serious impairment of a bodily function; or
 3. Serious dysfunction of any organ or body part; or
- B. With respect to a pregnant woman who is having contractions, that there is:
 1. Inadequate time to effect a safe transfer of the woman to another Hospital before delivery; or
 2. A threat to the health or safety of the woman or unborn child if the woman were to be transferred to another Hospital.

Emergency Service (Emergency Care) means a healthcare item or service furnished or required to evaluate and treat an Emergency Medical Condition that is provided in an Emergency Facility or setting.

Stabilize, with respect to an Emergency Medical Condition, means: To provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a Facility.

If You are admitted to the Hospital from the Emergency room, be sure that You or Your doctor calls Us as soon as possible. We will review Your care to decide if a Hospital stay is needed and how many days You should stay. If You or Your doctor does not call Us, You may have to pay for services that are determined to be not Medically Necessary.

Treatment You get after Your condition has stabilized is not Emergency Care. If You continue to get care from a Non-Network Provider, Covered Services will not be available unless We agree to cover

them as an Authorized Service.

Habilitative Services

Habilitative Services are healthcare services and devices that help You keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology, and other services for people with disabilities in a variety of Inpatient and/or Outpatient settings.

Healthcare Services for COVID-19

We will provide coverage for the screening, testing, and immunization for COVID-19. See the “Schedule of Cost Share and Benefits” for further details.

Home Care Services

Benefits are available for Covered Services performed by a Home Health Care Agency or other Provider in Your home. To be eligible for benefits, You must essentially be confined to the home, as an alternative to a Hospital stay, and be physically unable to get needed medical services on an Outpatient basis. Services must be prescribed by a doctor and the services must be so inherently complex that they can be safely and effectively performed only by qualified, technical, or professional health staff.

Covered Services include, but are not limited to:

- Visits by a licensed healthcare professional, including nursing services by an R.N. or L.P.N., a therapist, or home health aide.
- Infusion therapy; refer to “Therapy Services Outpatient” later in this section for more information.
- Medical / social services.
- Diagnostic services.
- Nutritional guidance.
- Training of the patient and/or family/caregiver.
- Home health aide services. You must be receiving skilled nursing or therapy. Services must be given by appropriately trained staff working for the home healthcare Provider. Other organizations may give services only when approved by Us, and their duties must be assigned and supervised by a professional nurse on the staff of the home healthcare Provider.
- Medical supplies.
- Durable medical equipment.
- Therapy services.

Hospice Care

Hospice care is a coordinated plan of home, Inpatient and/or Outpatient care that provides palliative, supportive medical, psychological, psychosocial, and other health services to terminally ill patients.

Covered Services and supplies are those listed below if part of an approved treatment plan and when rendered by a hospice Provider for the palliative treatment of pain and other symptoms associated with a terminal disease. Palliative care means appropriate care which controls pain and relieves symptoms, but is not meant to cure a terminal illness.

- Care rendered by an interdisciplinary team with the development and maintenance of an appropriate plan of care.
- Short-term Inpatient Facility care when required in periods of crisis or as respite care.
- Skilled nursing services and home health aide services provided by or under the supervision of a registered nurse.
- Members can receive benefits for hospice care services by a Home Health Care Agency covered up to 24 hours during each day of care. Home Health Care Agency must submit a plan of care every 14 days to maintain approval.

- Social services and counseling services provided by a licensed social worker.
- Nutritional support such as intravenous hydration and feeding tubes.
- Physical therapy, occupational therapy, speech therapy and respiratory therapy.
- Pharmaceuticals, medical equipment and supplies necessary for the palliative treatment of Your condition including oxygen and related respiratory therapy supplies.
- Bereavement services, including assessment of the needs of the bereaved family and development of a care plan to meet those needs, both prior to and following the Member's death. Bereavement services are available to surviving covered family Members.

In order to receive hospice benefits (1) Your doctor and the hospice medical director must certify that You are terminally ill and have approximately 12 months to live, and (2) Your doctor must consent to Your care by the hospice and must be consulted in the development of Your treatment plan. You may access hospice care while also participating in a clinical trial or continuing disease modifying therapy, as ordered by Your treating Provider. Disease modifying therapy treats the underlying terminal illness. The hospice must maintain a written treatment plan on file and furnish to Us upon request.

Covered Services beyond those listed above as ordered by Your treating Provider, may be available while in hospice and are detailed in other sections of this Certificate.

Hospice Respite Care

We provide benefits for up to a 48-hour period for respite care. Respite care is intended to allow the person who regularly assists the patient at home, either a family Member or other nonprofessional, to have personal time solely for relaxation. The patient may then need a temporary replacement to provide hospice care. Before the patient receives respite care at home, a Home Health Care Agency must submit a plan of care for approval.

Hospital Services

Inpatient Hospital Care

Covered Services include acute care in a Hospital setting. Benefits for room, board, nursing and ancillary services include:

- A room with two or more beds.
- A private room. The most the Plan will cover for private rooms is the Hospital's average semi-private room rate unless it is Medically Necessary that You use a private room for isolation and no isolation Facilities are available.
- A room in a special care unit approved by Us. The unit must have Facilities, equipment, and supportive services for intensive care or critically ill patients.
- Routine nursery care for newborns during the mother's normal Hospital stay.
- Meals, special diets.
- General nursing services.
- Operating, childbirth, and treatment rooms and equipment.
- Prescribed drugs.
- Anesthesia, anesthesia supplies and services given by the Hospital or other Provider.
- Medical and surgical dressings and supplies, casts, and splints.
- Diagnostic services.
- Therapy services.

Inpatient Professional Services

Covered Services include:

- Medical care visits.
- Intensive medical care when Your condition requires it.
- Treatment for a health problem by a doctor who is not Your surgeon while You are in the Hospital for surgery. Benefits include treatment by two or more doctors during one Hospital stay when the nature or severity of Your health problem calls for the skill of separate doctors.
- A personal bedside exam by another doctor when asked for by Your doctor. Benefits are not available for staff consultations required by the Hospital, consultations asked for by the patient, routine consultations, phone consultations, or EKG transmittals by phone.

- Surgery and general anesthesia.
- Newborn exam. A doctor other than the one who delivered the child must do the exam.
- Professional charges to interpret diagnostic tests such as imaging, pathology reports, and cardiology.

Outpatient Hospital Care

Your Plan includes Covered Services in an:

- Outpatient Hospital,
- Freestanding ambulatory surgical center,
- Mental Health and Substance Abuse Facility,
- Other Facilities approved by Us,
- Certified rural health clinics.

Benefits include Facility and related (ancillary) charges, when Medically Necessary, such as:

- Surgical rooms and equipment,
- Prescription Drugs, including Specialty Drugs,
- Anesthesia and anesthesia supplies and services given by the Hospital or other Facility,
- Medical and surgical dressings and supplies, casts, and splints,
- Diagnostic services,
- Removal of sutures,
- Blood administration,
- Head injury rehabilitation,
- Therapy services.

Maternity and Reproductive Health Services

Maternity Services

Covered Services include services needed during a normal or complicated pregnancy and for services needed for a miscarriage. Maternity services incurred prior to Your Effective Date are not covered.

Covered maternity services include:

- Professional and Facility services for childbirth in a Facility or the home including the services of an appropriately licensed midwife
- Routine nursery care for the newborn during the mother's normal Hospital stay
- Prenatal and postnatal
- Postpartum services that are necessary to transition a Member to a healthy and stable condition that meets the recommendations of the American College of Obstetricians and Gynecologists as outlined in the opinion entitled "Optimizing Postpartum Care" published May 2018 will be covered for up to 12 months following the end of the pregnancy
- Fetal screenings, which are genetic or chromosomal tests of the fetus, as allowed by Us

Note: Under federal law, We may not limit benefits for any Hospital length of stay for childbirth for the mother or newborn to less than 48 hours after vaginal birth, or less than 96 hours after a cesarean section (C-section). However, federal law as a rule does not stop the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours, or 96 hours, as applicable. In any case, as provided by federal law, We may not require a Provider to get authorization from Us before prescribing a length of stay which is not more than 48 hours for a vaginal birth or 96 hours after a C-section.

Please see "Continuity of Care" in the "How Your Coverage Works" section regarding a request to continue to see the same Provider for services.

Contraceptive Benefits

The Plan provides benefits for Prescription contraceptives and contraceptive supplies approved by the federal FDA to prevent pregnancy, including related consultations, examinations, procedures, and medical services provided on an Outpatient basis.

Benefits include oral contraceptive drugs, (other than Emergency contraceptives) injectable contraceptive drugs and patches. Benefits also include contraceptive devices such as diaphragms, intra

uterine devices (IUDs), and implants.

Certain contraceptives are covered under the "Preventive Care Services" benefit. Please see that section for further details.

Abortion Services

Coverage includes benefits for abortions.

Medical Supplies, Durable Medical Equipment and Appliances

Durable Medical Equipment and Medical Devices

Your Plan includes benefits for durable medical equipment and medical devices when the equipment meets the following criteria:

- Is meant for repeated use and is not disposable.
- Is used for a medical purpose and is of no further use when medical need ends.
- Is meant for use outside a medical Facility.
- Is only for the use of the patient.
- Is made to serve a medical use.
- Is ordered by a Provider.

Benefits include purchase-only equipment and devices, purchase or rent-to-purchase equipment and devices, and continuous rental equipment and devices. Continuous rental equipment must be approved by Us. We may limit the amount of coverage for ongoing rental of equipment. We may not cover more in rental costs than the cost of simply purchasing the equipment.

Benefits include repair and replacement costs, except when damage is due to neglect. Benefits also include supplies and equipment needed for the use of the equipment or device.

Oxygen and equipment for its administration are also Covered Services.

Hearing Supplies

Benefits are available for Members who are certified as deaf or hearing impaired by either a doctor or licensed audiologist. Covered Services include:

- Hearing Aids, including bone anchored hearing aids - Any wearable, nondisposable instrument or device designed to aid or compensate for impaired human hearing.

Orthotics and Special Footwear

When Medically Necessary, benefits are available for:

- Orthotics (braces, boots, splints) for foot disfigurements resulting from bone deformity, motor impairment, paralysis, or amputation. This includes, but is not limited to, disfigurement caused by cerebral palsy, arthritis, polio, spina bifida, diabetes, accident, injury, or developmental disability, and
- Podiatric devices, such as therapeutic shoes and shoe inserts, to prevent or treat diabetes-related complications.

Covered Services must be ordered by a doctor and include the initial purchase, fitting, and repair of a custom made rigid or semi-rigid supportive device used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body, or which limits or stops motion of a weak or diseased body part.

Prosthetics

Your Plan also includes benefits for prosthetics, which are artificial substitutes for body parts for functional or therapeutic purposes, when they are Medically Necessary for activities of daily living.

Benefits include the purchase, fitting, adjustments, repairs and replacements. Covered Services may include, but are not limited to:

- Artificial limbs and accessories;
- One pair of glasses or contact lenses used after surgical removal of the lens(es) of the eyes;
- Breast prosthesis (whether internal or external) after a mastectomy, as required by law;

- Colostomy and other ostomy (surgical construction of an artificial opening) supplies directly related to ostomy care;
- Restoration prosthesis (composite facial prosthesis);
- Wigs needed after cancer treatment.

Medical and Surgical Supplies

Your Plan includes coverage for medical and surgical supplies that serve only a medical purpose, are used once, and are purchased (not rented). Covered supplies include syringes, needles, surgical dressings, splints, and other similar items that serve only a medical purpose. Covered Services do not include items often stocked in the home for general use like Band-Aids, thermometers, and petroleum jelly.

Diabetic Equipment and Supplies

Your Plan includes coverage for diabetic equipment and supplies (insulin pump, glucose monitor, lancets and test strips, etc.).

Blood and Blood Products

Your Plan also includes coverage for the administration of blood products unless they are received from a community source, such as blood donated through a blood bank.

Inborn Errors of Metabolism

Benefits are provided for metabolic formula and special modified low-protein food products. They must be specifically manufactured for patients with diseases caused by inborn errors of metabolism. This benefit is limited to those Members with diseases caused by inborn errors of metabolism.

Infant Formula

We provide benefits for Medically Necessary amino acid-based elemental infant formula for children two years of age and under. Benefits are provided when a licensed doctor has diagnosed and through medical evaluation has documented one of the following conditions:

- Symptomatic allergic colitis or proctitis;
- Laboratory - or biopsy-proven allergic or eosinophilic gastroenteritis;
- A history of anaphylaxis;
- Gastroesophageal reflux disease that is nonresponsive to standard medical therapies;
- Severe vomiting or diarrhea resulting in clinically significant dehydration requiring treatment by medical Provider;
- Cystic fibrosis; or
- Malabsorption of cow milk-based or soy milk-based infant formula.

Benefits for amino acid-based elemental infant formula are provided when a licensed doctor has submitted documentation that the amino acid-based elemental infant formula is Medically Necessary Health Care as defined in section 4301-A subsection 10-A, that the amino acid based elemental infant formula is the predominant source of nutritional intake at a rate of 50% or greater and that other commercial infant formulas, including cow milk-based and soy milk-based formulas have been tried and have failed or are contraindicated. A licensed doctor may be required to confirm and document ongoing Medical Necessity at least annually.

Coverage for amino acid-based elemental infant formula must be provided without regard to the method of delivery of the formula.

Prior authorization is required. Please see the "Requesting Approval for Benefits" section of this document for more information.

Parenteral and Enteral Therapy

We provide benefits for parenteral and enteral therapy. Supplies and equipment needed to appropriately administer parenteral and enteral therapy are covered. Nutritional supplements for the sole purpose of enhancing dietary intake are not covered unless they are given in conjunction with enteral therapy.

Mental Health and Substance Abuse Services

Benefits are available for the diagnosis, crisis intervention and treatment of acute Mental Disorders and Substance Abuse conditions. Mental Health and Substance Abuse is a condition that is listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) as a mental health or substance abuse condition. For the purposes of this section the Commission on Accreditation of Rehabilitation Facilities is abbreviated as CARF.

Covered Services include the following:

- Inpatient services in a Joint Commission accredited Hospital or any Facility that We must cover per State law. Inpatient benefits include psychotherapy, psychological testing, electroconvulsive therapy, and detoxification.
- Outpatient services including in-home and office visits and treatment in an Outpatient department of a Hospital or Joint Commission or CARF-accredited Outpatient Facility, such as Partial Hospitalization Programs and Intensive Outpatient Programs.
- Virtual Visits as described under “Doctor (Physician) Visits” subsection.
- Residential treatment which is specialized 24-hour treatment in a licensed Residential Treatment Center accredited by The Joint Commission or CARF. It offers individualized and intensive treatment and includes:
 - Observation and assessment by a psychiatrist weekly or more often,
 - Rehabilitation and therapy.

You can get Covered Services from the following Providers:

- Psychiatrist,
- Psychologist,
- Licensed clinical social worker (L.C.S.W.),
- Mental health clinical nurse Specialist,
- Licensed pastoral counselor,
- Licensed marriage and family therapist (L.M.F.T.),
- Licensed professional counselor (L.P.C.) or
- Any agency licensed by the State to give these services, when We have to cover them by law.

Nutritional Counseling

We provide benefits for nutritional counseling when required for a diagnosed medical condition.

Preventive Care Services

Preventive care services include screenings and other services for adults and children. All recommended preventive services will be covered as required by the Affordable Care Act (ACA) and applicable State law. This means many preventive care services are covered with no Deductible, Copayments or Coinsurance when You use a Network Provider.

Certain benefits for Members who have current symptoms or a diagnosed health problem, may be covered under the “Diagnostic Services Outpatient” benefit instead of this benefit, if the coverage does not fall within the State or ACA-recommended preventive services.

Covered Services fall under the following broad groups:

1. Services with an “A” or “B” rating from the United States Preventive Services Task Force. Examples include screenings for:
 - Breast cancer (mammogram),
 - Cervical cancer (pap test),
 - High blood pressure,
 - Type 2 diabetes mellitus,
 - Cholesterol,
 - Child or adult obesity,
 - Colorectal cancer,
 - Prostate cancer including digital rectal exam and PSA test.
2. Immunizations for children, adolescents, and adults recommended by the Advisory Committee

on Immunization Practices of the Centers for Disease Control and Prevention;

3. Preventive care and screenings for infants, children and adolescents as listed in the guidelines supported by the Health Resources and Services Administration;
4. Preventive care and screening for women as listed in the guidelines supported by the Health Resources and Services Administration, including:
 - Contraceptive coverage includes oral contraceptives as well as other contraceptive medications such as injectable contraceptives and patches and over-the-counter drugs that must be covered under federal law when prescribed by a doctor. Contraceptive devices such as diaphragms, intra uterine devices (IUDs), and implants are also covered. Certain contraceptives are covered under the preventive care services benefit. Contraceptives for which a therapeutic equivalent is offered at no Cost Share will be covered under the "Prescription Drug Benefit at a Retail, Home Delivery, or Specialty Pharmacy" section. For FDA-approved contraceptives, up to a 12-month supply of prescribed contraceptives is covered when dispensed or furnished by a Provider or pharmacist, or at a location licensed or otherwise authorized to dispense drugs or supplies.
 - Breastfeeding support, supplies, and counseling. Benefits for breast pumps are limited to one per Calendar Year or as required by law.
 - Gestational diabetes screening.
5. Preventive care services for tobacco cessation for Members age 18 and older as recommended by the United States Preventive Services Task Force including:
 - Counseling
 - Prescription Drugs obtained at a Retail or Home Delivery Pharmacy.
 - Nicotine replacement therapy products obtained at a Retail or Home Delivery Pharmacy when prescribed by a Provider, including over-the-counter (OTC) nicotine gum, lozenges and patches
 - Prescription Drugs and OTC items are limited to a no more than 180 day supply per 365 days
6. Prescription Drugs and OTC items identified as an A or B recommendation by the United States Preventive Services Task Force when prescribed by a Provider including:
 - Aspirin
 - Folic acid supplement
 - Bowel preparations

Note: Coverage is provided for colorectal cancer screening for asymptomatic individuals at average risk (according to the most recently published guidelines of a national cancer society) or at high risk for colorectal cancer. During a colonoscopy screening, samples of tissue may be collected for closer examination, or polyps/lesions may be removed.

Please note that certain age and gender and quantity limitations apply. For more details, refer to United States Preventive Services Task Force website: www.uspreventiveservicestaskforce.org.

You may call Member Services at the number on Your Identification Card for more details about these services or view the federal government's websites:

- <https://www.healthcare.gov/what-are-my-preventive-care-benefits>
- <http://www.ahrq.gov>
- <http://www.cdc.gov/vaccines/acip/index.html>

Rehabilitative Services

Rehabilitative Services are healthcare services that help You keep, get back or improve skills and functioning for daily living that have been lost or impaired because a person was sick, hurt or disabled. These services may include physical and occupational therapy, speech-language pathology, and psychiatric rehabilitation services in a variety of Inpatient and/or Outpatient settings.

Skilled Nursing Facility

When You require Inpatient skilled nursing and related services for convalescent and rehabilitative care, Covered Services are available if the Facility is licensed or certified under State law as a Skilled Nursing Facility. Custodial care is not a Covered Service.

Surgery

Your Plan covers surgical services on an Inpatient or Outpatient basis, including surgeries performed in a doctor's office or an ambulatory surgical center. Covered Services include:

- Accepted operative and cutting procedures;
- Other invasive procedures, such as angiogram, arteriogram, amniocentesis, tap or puncture of brain or spine;
- Endoscopic exams, such as arthroscopy, bronchoscopy, colonoscopy, laparoscopy;
- Treatment of fractures and dislocations;
- Anesthesia and surgical support when Medically Necessary;
- Medically Necessary breast reduction surgery;
- Medically Necessary symptomatic varicose vein surgery;
- Medically Necessary pre-operative and post-operative care.

Oral Surgery

Although this Plan covers certain oral surgeries, many oral surgeries (e.g. removal of wisdom teeth) are not covered.

Benefits are limited to certain oral surgeries including:

- Treatment of medically diagnosed cleft lip, cleft palate, or ectodermal dysplasia;
- Orthognathic surgery for a physical abnormality that prevents normal function of the upper and/or lower jaw and is Medically Necessary to attain functional capacity of the affected part;
- Oral / surgical correction of accidental injuries;
- Removal of impacted or unerupted teeth;
- Treatment of non-dental lesions, such as removal of tumors and biopsies;
- Incision and drainage of infection of soft tissue not including odontogenic cysts or abscesses.

Reconstructive Surgery

Benefits include reconstructive surgery to correct significant deformities caused by congenital or developmental abnormalities, illness, injury or an earlier treatment in order to create a more normal appearance. Benefits include surgery performed to restore symmetry after a mastectomy. Reconstructive services needed as a result of an earlier treatment are covered only if the first treatment would have been a Covered Service under this Plan.

Note: This section does not apply to orthognathic surgery.

Benefits are available for reconstructive surgeries, procedures and services, when considered to be Medically Necessary Health Care, only if at least one of the following criteria is met. Reconstructive surgeries, procedures and services must be:

- necessary due to accidental injury;
- necessary for reconstruction or restoration of a functional part of the body following a covered surgical procedure for disease or injury;
- Medically Necessary Health Care to restore or improve a bodily function;
- necessary to correct a birth defect for covered Dependent children who have functional physical deficits due to the birth defect. Corrective surgery for children who do not have functional physical deficits due to the birth defect is not covered under any portion of this Certificate; or
- for reconstruction of a breast on which mastectomy surgery has been performed and for surgery and reconstruction of the other breast to produce a symmetrical appearance.

Reconstructive surgeries, procedures and services that do not meet at least one of the above criteria are not covered under any portion of this Certificate.

In addition to the above criteria, benefits are available for certain reconstructive surgeries, procedures

and services subject to Anthem medical policy coverage criteria. Some examples of reconstructive surgeries, procedures and services eligible for consideration based on Anthem medical policy coverage criteria are:

- Mastectomy for gynecomastia
- Port wine stain surgery

Mastectomy Notice

A Member who is getting benefits for a mastectomy or for follow-up care for a mastectomy and who chooses breast reconstruction, will also get coverage for:

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to give a symmetrical appearance; and
- Prostheses and treatment of physical problems of all stages of mastectomy, including lymphedemas.

Notice Regarding Breast Cancer Patient Protection Act

Under this Plan, as required by the Maine Breast Cancer Patient Protection Act of 1997, coverage will be provided for Inpatient care subsequent to a mastectomy, lumpectomy, or lymph node dissection for the treatment of breast cancer for a period of time determined to be medically appropriate by the attending doctor in consultation with the patient.

This coverage will be provided in accordance with the Plan design, limitations, Copayments, Deductibles, and Referral requirements, if any, as outlined in Your Plan documents.

Morbid Obesity

We provide limited benefits for treatment of morbid obesity if You are diagnosed as morbidly obese for a minimum of five consecutive Years. Benefits are limited to surgery for an intestinal bypass, gastric bypass, laparoscopic banding or gastroplasty. Prior authorization is required. We do not provide benefits for weight loss medications.

Therapy Services Outpatient

Physical Medicine Therapy Services

Your Plan includes coverage for the therapy services described below. To be a Covered Service, the therapy must improve Your level of function within a reasonable period of time. Covered Services include:

- **Physical therapy** - The treatment by physical means to ease pain, restore health, and to avoid disability after an illness, injury, or loss of an arm or a leg. It includes hydrotherapy, heat, physical agents, bio-mechanical and neuro-physiological principles and devices. It does not include massage therapy services at spas or health clubs.
- **Speech therapy and speech-language pathology (SLP) services** - Services to identify, assess, and treat speech, language, and swallowing disorders in children and adults. Therapy will develop or treat communication or swallowing skills to correct a speech impairment.
- **Occupational therapy** - Treatment to restore a physically disabled person's ability to do activities of daily living, such as walking, eating, drinking, dressing, using the toilet, moving from a wheelchair to a bed, and bathing. It also includes therapy for tasks needed for the person's job. Occupational therapy does not include recreational or vocational therapies, such as hobbies, arts and crafts.

Early Intervention Services

Services provided by licensed occupational therapists, physical therapists, speech-language pathologist or clinical social workers working with children from birth to three Years of age with an identified developmental disability or delay as described in the federal Individuals with Disabilities Education Act.

Other Therapy Services

Benefits are also available for:

- **Cardiac Rehabilitation** - Medical evaluation, training, supervised exercise, and psychosocial

- support to care for You after a cardiac event (heart problem). Benefits do not include home programs, on-going conditioning, or maintenance care.
- **Chemotherapy** - Treatment of an illness by chemical or biological antineoplastic agents. See the section “Prescription Drugs Administered by a Medical Provider” for more details.
 - **Dialysis** - Services for acute renal failure and chronic (end-stage) renal disease, including hemodialysis, home intermittent peritoneal dialysis (IPD), home continuous cycling peritoneal dialysis (CCPD), and home continuous ambulatory peritoneal dialysis (CAPD). Covered Services include dialysis treatments in an Outpatient dialysis Facility or doctor’s office. Covered Services also include home dialysis and training for You and the person who will help You with home self-dialysis.
 - **Infusion Therapy** - Nursing, durable medical equipment and drug services that are delivered and administered to You through an I.V. Also includes Total Parenteral Nutrition (TPN), Enteral nutrition therapy, antibiotic therapy, pain care and chemotherapy. May include injections (intra-muscular, subcutaneous, continuous subcutaneous). Also covers Prescription Drugs when they are administered to You as part of a doctor’s visit, home care visit, or at an Outpatient Facility. See the section “Prescription Drugs Administered by a Medical Provider” for more details.
 - **Pulmonary Rehabilitation** - Includes Outpatient short-term respiratory care to restore Your health after an illness or injury.
 - **Radiation Therapy** - Treatment of an illness by X-ray, radium, or radioactive isotopes. Covered Services include treatment (teletherapy, brachytherapy and intraoperative radiation, photon or high energy particle sources), materials and supplies needed, administration and treatment planning.
 - **Respiratory/Inhalation Therapy** - Includes the use of dry or moist gases in the lungs, nonpressurized inhalation treatment; intermittent positive pressure breathing treatment, air or oxygen, with or without nebulized medication, continuous positive pressure ventilation (CPAP); continuous negative pressure ventilation (CNP); chest percussion; water vapor; therapeutic use of medical gases (including carbon dioxide, helium) or drugs (including anesthetics) in the form of aerosols, and equipment such as resuscitators, oxygen tents, and incentive spirometers; broncho-pulmonary drainage and breathing exercises.
 - **Massage Therapy** - Massage therapy when services are part of an active course of treatment and the services are performed by a covered Provider.
 - **Chiropractic Therapy** - Includes benefits for chiropractic care.
 - **Manipulation Therapy** - Includes benefits for therapeutic adjustments and manipulations for treating acute musculo-skeletal disorders. No benefits are provided for ancillary treatment such as massage therapy, heat and electrostimulation unless in conjunction with an active course of treatment. Benefits are not provided for maintenance therapy for chronic conditions (see Chiropractic Care). Please refer to the “Schedule of Cost Share and Benefits” section for further information.

Transplant: Human Organ and Bone Marrow/Stem Cell/Cord Blood

This section describes benefits for certain covered transplant procedures that You get during the transplant Benefit Period. Any Covered Services related to a covered transplant procedure, received before or after the transplant Benefit Period, are covered under the regular Inpatient and Outpatient benefits described elsewhere in this Certificate.

Tissue Transplant

Your Plan includes coverage for Medically Necessary tissue transplants and are covered like any other surgery, under the regular Inpatient and Outpatient benefits described elsewhere in this Certificate. Tissues include bones, tendons (both referred to as musculoskeletal grafts), cornea, skin, heart valves, nerves and veins.

Covered Transplant Procedure

A covered transplant procedure is any Medically Necessary human organ and bone marrow/stem cell/cord blood transplants and infusions as determined by Us, including necessary acquisition procedures, mobilization, collection and storage, and including Medically Necessary myeloablative or

reduced intensity preparative chemotherapy or radiation therapy or a combination of these therapies.

The initial evaluation, any added tests to determine Your eligibility as a candidate for a transplant by Your Provider, and the collection and storage of bone marrow/stem cells are included in the covered transplant procedure benefit regardless of the date of service.

Unrelated Donor Searches

When approved by Us, Your coverage includes benefits for unrelated donor searches for bone marrow/stem cell/cord blood transplants performed by an authorized licensed registry for bone marrow/stem cell/cord blood transplants for a covered transplant procedure. Donor search charges are limited to the 10 best matched donors per transplant, identified by an authorized registry.

Live Donor Health Services

Medically Necessary charges for the procurement, performed by an authorized licensed registry for bone marrow/stem cell/cord blood transplants, of an organ from a live donor are covered up to the Maximum Allowed Amount, including complications from the donor procedure for up to six weeks from the date of procurement. A live donor is a person who provides the organ, part of an organ, or tissue for transplantation while alive to another person.

Transplant Benefit Period

The transplant Benefit Period starts one day prior to a covered transplant solid organ procedure and one day prior to high dose chemotherapy or preparative regimen for bone marrow stem cell transplants and continues for the applicable case rate/global time period. The number of days will vary depending on the type of transplant received and the Network transplant Provider agreement. Contact the case manager for specific Network transplant Provider information for services received at or coordinated by a Network transplant Provider Facility. Services received from a Non-Network transplant Facility start on the day of the covered transplant procedure and continue to the date of discharge.

Prior Approval and Precertification

In order to maximize Your benefits, You will need to call Our transplant department to discuss benefit coverage when it is determined a transplant may be needed. You must do this before You have an evaluation and/or work-up for a transplant. We will assist You in maximizing Your benefits by providing coverage information, including details regarding what is covered and whether any clinical coverage guidelines, medical policies, Network transplant Provider requirements, or exclusions are applicable. Please call Us to find out which Hospitals are Network transplant Providers. Contact the Member Services telephone number on the back of Your Identification Card and ask for the transplant coordinator. Even if We issue a prior approval for the covered transplant procedure, You or Your Provider must call Our transplant department for Precertification prior to the transplant whether this is performed in an Inpatient or Outpatient setting.

Precertification is required before We will cover benefits for a transplant. Your doctor must certify, and We must agree, that the transplant is Medically Necessary. Your doctor should send a written request for Precertification to Us as soon as possible to start this process. Please see the "Requesting Approval for Benefits" section for how to obtain Precertification.

Please note that there are instances where Your Provider requests approval for Human Leukocyte Antigen (HLA) testing, donor searches and/or a collection and storage of stem cells prior to the final determination as to what transplant procedure will be requested. Under these circumstances, the HLA testing and donor search charges are covered as routine diagnostic testing. The collection and storage request will be reviewed for Medical Necessity and may be approved. However, such an approval for HLA testing, donor search services performed by an authorized registry and/or a collection and storage is NOT an approval for the subsequent requested transplant. A separate Medical Necessity determination will be made for the transplant procedure.

Transportation and Lodging

We will provide assistance with reasonable and necessary travel expenses as determined by Us when You obtain prior approval and are required to travel more than 75 miles from Your residence to reach the Facility where Your transplant evaluation and /or transplant work-up and covered transplant procedure will be performed. Our assistance with travel expenses includes transportation to and from the Facility

and lodging for the patient and one companion. Travel costs for the donor are generally not covered, unless We make an exception and approve them in advance of the procedure. If the Member receiving treatment is a minor, then reasonable and necessary expenses for transportation and lodging may be allowed for two companions. The Member must submit itemized receipts for transportation and lodging expenses in a form satisfactory to Us when claims are filed. Contact Us for detailed information.

For lodging and ground transportation benefits, We will provide a maximum benefit up to the current limits set forth in the Internal Revenue Code.

The human organ and bone marrow/stem cell/cord blood transplant services benefits or requirements described above do not apply to the following:

- Cornea, ventricular assist devices; and
- Any Covered Services, related to a covered transplant procedure, received prior to or after the transplant Benefit Period. Please note that the initial evaluation and any necessary additional testing to determine Your eligibility as a candidate for transplant by Your Provider and the mobilization, collection and storage of bone marrow / stem cells is included in the covered transplant procedure benefit regardless of the date of service.

The above services are covered as Inpatient services, Outpatient services or doctor home visits and office services depending where the service is performed and are subject to Member Cost Shares.

Urgent Care Services

Often an urgent rather than an Emergency health problem exists. An urgent health problem is an unexpected illness or injury that calls for care that cannot wait until a regularly scheduled office visit. Urgent health problems are not life threatening and do not call for the use of an Emergency room. Urgent health problems include earache, sore throat, and fever (not above 104 degrees). Benefits for Urgent Care may include:

- X-ray services;
- Care for broken bones;
- Tests such as flu, urinalysis, pregnancy test, rapid strep;
- Laboratory services;
- Stitches for simple cuts; and
- Draining an abscess.

Prescription Drugs

This section describes how You can obtain covered Prescription Drugs administered by a medical Provider or through a Retail Pharmacy, Our Home Delivery Pharmacy, or Our Specialty Pharmacy. Please see the information below that describes how Prescription Drugs are covered.

Prescription Drugs Administered by a Medical Provider

Your Plan covers Prescription Drugs, including Specialty Drugs, that must be administered to You as part of a doctor's visit, home care visit, or at an Outpatient Facility and are Covered Services. This may include drugs for infusion therapy, chemotherapy, blood products, certain injectables, and any drug that must be administered by a Provider. This section applies when a Provider orders the drug and a medical Provider administers it to You in a medical setting. Benefits for drugs that You inject or get through Your Pharmacy benefit (i.e., Self-Administered Drugs) are not covered under this section. Benefits for those drugs are described in the "Prescription Drug Benefit at a Retail, Home Delivery, or Specialty Pharmacy" section.

Important Details About Prescription Drug Coverage

Your Plan includes certain features to determine when Prescription Drugs should be covered, which are described below. As part of these features, Your prescribing doctor may be asked to give more details before We can decide if the Prescription Drug is eligible for coverage. In order to determine if the Prescription Drug is eligible for coverage, We have established criteria.

The criteria which are called drug edits, may include requirements regarding one or more of the following:

- Quantity, dose, and frequency of administration;
- Specific clinical criteria (including, but not limited to, requirements regarding age (based upon FDA labeling), test result requirements, and/or presence of a specific condition or disease);
- Specific Provider qualifications (including, but not limited to, REMS certification (Risk, Evaluation and Mitigation Strategies));
- Step therapy requiring one drug, drug regimen or treatment be used prior to use of another drug, drug regimen or treatment for safety and/or cost-effectiveness when clinically similar results may be anticipated;
- Use of an Anthem Prescription Drug List (a formulary developed by Anthem which is a list of drugs that have been reviewed and recommended for use based on their quality and cost effectiveness).

Precertification

Precertification may be required for certain Prescription Drugs to make sure proper use and guidelines for Prescription Drug coverage are followed. We will give the results of Our decision to both You and Your Provider.

For a list of Prescription Drugs that need Precertification, please call the phone number on the back of Your Identification Card. The list will be reviewed and updated from time to time. Including a Prescription Drug or related item on the list does not guarantee coverage under Your Plan. Your Provider may check with Us to verify Prescription Drug coverage, to find out which drugs are covered under this section and if any drug edits apply.

Please refer to the section "Requesting Approval for Benefits" for more details.

If Precertification is denied, You have the right to file a grievance as outlined in the "If You Have a Complaint or an Appeal" section of this Certificate.

Designated Pharmacy Provider

Anthem, in Our discretion, may establish one or more Designated Pharmacy Provider programs which provide specific Pharmacy services (including shipment of Prescription Drugs) to Members. A Network Provider is not necessarily a Designated Pharmacy Provider. To be a Designated Pharmacy Provider, the Network Provider must have signed a Designated Pharmacy Provider agreement with Us. You or Your Provider can contact Member Services to learn which Pharmacy or Pharmacies are part of a Designated Pharmacy Provider program.

For Prescription Drugs that are shipped to You or Your Provider and administered in Your Provider's office, You and Your Provider are required to order from a Designated Pharmacy Provider. A patient care coordinator will work with You and Your Provider to obtain Precertification and to assist shipment to Your Provider's office.

We may also require You to use a Designated Pharmacy Provider to obtain Specialty Drugs for treatment of certain clinical conditions such as hemophilia. We reserve Our right to modify the list of Prescription Drugs as well as the setting and/or level of care in which the care is provided to You. Anthem may, from time to time, change with or without advance notice, the Designated Pharmacy Provider for a drug, if in Our discretion, such change can help provide cost effective, value based and/or quality services.

If You are required to use a Designated Pharmacy Provider and You choose not to obtain Your Prescription Drug from a Designated Pharmacy Provider, You will not have coverage for that Prescription Drug.

You can get the list of the Prescription Drugs covered under this section by calling Pharmacy Member Services at the phone number on the back of Your Identification Card or check Our website at www.anthem.com.

Therapeutic Substitution

Therapeutic substitution is an optional program that tells You and Your doctor about alternatives to certain prescribed drugs. We may contact You and Your doctor to make You aware of these choices. Only You and Your doctor can determine if the therapeutic substitute is right for You. For questions or issues about therapeutic drug substitutes, call Pharmacy Member Services at the phone number on the back of Your Identification Card.

Prescription Drug Benefit at a Retail, Home Delivery, or Specialty Pharmacy

Your Plan also includes benefits for Prescription Drugs You get at a Retail, Home Delivery, or Specialty Pharmacy. We use a Pharmacy Benefits Manager (PBM) to manage these benefits. The PBM has a network of Retail Pharmacies, a Home Delivery Pharmacy, and a Specialty Pharmacy. The PBM works to make sure drugs are used properly. This includes checking that Prescriptions are based on recognized and appropriate doses and checking for drug interactions or pregnancy concerns.

Certain contracted Retail Pharmacies can fill Your Prescription at the same Cost Shares that apply to the Home Delivery Pharmacy level of benefits. Please ask Your Pharmacy if they offer this special arrangement or call Pharmacy Member Services at the phone number on Your ID Card for a list of Retail Pharmacies that offer the Home Delivery Pharmacy level of benefits.

Note: Benefits for Prescription Drugs, including Specialty Drugs, which are administered to You by a medical Provider in a medical setting (e.g., doctor's office visit, home care visit, or Outpatient Facility) are covered under the "Prescription Drugs Administered by a Medical Provider" benefit. Please read that section for important details.

Prescription Drug Benefits

Prescription Drug benefits may require Prior Authorization to determine if Your drugs should be covered. Your Network pharmacist will be told if Prior Authorization is required and if any additional details are needed for Us to decide benefits.

Prior Authorization

Prior Authorization is the process of getting benefits approved before certain Prescriptions can be filled. Prescribing Providers must obtain Prior Authorization for drug edits in order for You to get benefits for certain drugs. At times, Your Provider will initiate a Prior Authorization on Your behalf before Your Pharmacy fills Your Prescription. At other times, the Pharmacy may make You or Your Provider aware that a Prior Authorization or other information is needed. In order to determine if the Prescription Drug is eligible for coverage, We have established criteria.

The criteria, which are called drug edits, may include requirements regarding one or more of the following:

- Quantity, dose, and frequency of administration;
- Specific clinical criteria (including, but not limited to, requirements regarding age (based upon FDA labeling), test result requirements, and/or presence of a specific condition or disease);
- Specific Provider qualifications (including, but not limited to, REMS certification (Risk, Evaluation and Mitigation Strategies));
- Step therapy requiring one drug, drug regimen or treatment be used prior to use of another drug, drug regimen or treatment for safety and/or cost-effectiveness when clinically similar results may be anticipated;
- Use of a Prescription Drug List (as described below).

You or Your Provider can get the list of the drugs that require Prior Authorization by calling Pharmacy Member Services at the phone number on the back of Your Identification Card or check Our website at www.anthem.com. The list will be reviewed and updated from time to time. Including a Prescription Drug or related item on the list does not guarantee coverage under Your Plan. Your Provider may check with Us to verify Prescription Drug coverage, to find out which drugs are covered under this section and if any drug edits apply.

Anthem may, from time to time, waive, enhance, change or end certain Prior Authorization and/or alternate benefits, if in Our discretion; such change furthers the provision of cost effective, value based and/or quality services.

If Prior Authorization is denied, You have the right to file a grievance as outlined in the “If You Have a Complaint or an Appeal” section of this Certificate.

Covered Prescription Drugs

To be a Covered Service, Prescription Drugs must be approved by the FDA and, under federal law, require a Prescription. Prescription Drugs must be prescribed by a licensed Provider and You must get them from a licensed Pharmacy. Controlled Substances must be prescribed by a licensed Provider with an active Drug Enforcement Administration (DEA) license.

Benefits are available for the following:

- Prescription Drugs from either a Retail Pharmacy or the PBM’s Home Delivery Pharmacy;
- Specialty Drugs;
- Self-Administered Drugs. These are drugs that do not need administration or monitoring by a Provider in an office or Facility. Injectables and infused drugs that need Provider administration and/or supervision are covered under the “Prescription Drugs Administered by a Medical Provider” benefit;
- Self-injectable insulin and supplies and equipment used to administer insulin;
- Self-Administered contraceptives, including oral contraceptive drugs, self-injectable contraceptive drugs, contraceptive patches, and contraceptive rings. Coverage is also provided for FDA-approved contraceptives up to a 12-month supply of prescribed contraceptives, when dispensed or furnished by a Provider or pharmacist, or at a location licensed or otherwise authorized to dispense drugs or supplies. Certain contraceptives are covered under the “Preventive Care Services” benefit. Please see that section for more details.
- Flu shots (including administration).
- Anthem will cover at least one FDA-approved HIV prevention drug for each method of administration with no Member Cost Share.
- Under certain circumstances, a pharmacist may be allowed to dispense an Emergency supply of a chronic maintenance drug to a Member without a Prescription if the pharmacist is unable to obtain authorization to refill the Prescription from a healthcare Provider. Prescriptions obtained will be covered in the same manner as any other Prescription Drug covered under the Plan.

Where You Can Get Prescription Drugs

Network Pharmacy

You can visit one of the local Retail Pharmacies in Our network. Give the Pharmacy the Prescription from

Your doctor and Your Identification Card and they will file Your claim for You. You will need to pay any Copayment, Coinsurance, and/or Deductible that applies when You get the drug. If You do not have Your Identification Card, the Pharmacy will charge You the full retail price of the Prescription and will not be able to file the claim for You. You will need to ask the Pharmacy for a detailed receipt and send it to Us with a written request for payment.

Note: If We determine that You may be using Prescription Drugs in a harmful or abusive manner, or with harmful frequency, Your selection of Network Pharmacies may be limited. If this happens, We may require You to select a single Network Pharmacy that will provide and coordinate all future Pharmacy services. Benefits will only be paid if You use the single Network Pharmacy. We will contact You if We determine that use of a single Network Pharmacy is needed and give You options as to which Network Pharmacy You may use. If You do not select one of the Network Pharmacies We offer within 31 days, We will select a single Network Pharmacy for You. If You disagree with Our decision, You may ask Us to reconsider it as outlined in the “If You Have a Complaint or an Appeal” section of this Certificate.

In addition, if We determine that You may be using Controlled Substance Prescription Drugs in a harmful or abusive manner, or with harmful frequency, Your selection of Providers for Controlled Substance Prescriptions may be limited. If this happens, We may require You to select a single Network Provider that will provide and coordinate all Controlled Substance Prescriptions. Benefits for Controlled Substance Prescriptions will only be paid if You use the single Network Provider. We will contact You if We determine that use of a single Network Provider is needed and give You options as to which Network Provider You may use. If You do not select one of the Network Providers We offer within 31 days, We will select a single Network Provider for You. If You disagree with Our decision, You may ask Us to reconsider it as outlined in the “If You Have a Complaint or an Appeal” section of this Certificate.

Your Plan has two levels of coverage. To get the lowest out-of-pocket cost, You must get Covered Services from a Level 1 Network Pharmacy. If You get Covered Services from any other Network Pharmacy, benefits will be covered at Level 2 and You may pay more in Deductible, Copayments, and Coinsurance.

Level 1 Network Pharmacies. When You go to Level 1 Network Pharmacies, (also referred to as Core Pharmacies), You pay a lower Copayment / Coinsurance on Covered Services than when You go to other Network Providers.

Level 2 Network Pharmacies. When You go to Level 2 Network Pharmacies, (also referred to as Wrap Pharmacies), You pay a higher Copayment / Coinsurance on Covered Services than when You go to a Level 1 Network Pharmacy.

Specialty Pharmacy

We keep a list of Specialty Drugs that may be covered based upon clinical findings from the Pharmacy and Therapeutics (P&T) Process, and where appropriate, certain clinical economic reasons. This list will change from time to time. We may require You or Your doctor to order certain Specialty Drugs from the PBM's Specialty Pharmacy.

When You use the PBM's Specialty Pharmacy its patient care coordinator will work with You and Your doctor to get Prior Authorization and to ship Your Specialty Drugs to Your home or Your preferred address. Your patient care coordinator will also tell You when it is time to refill Your Prescription.

You can get the list of covered Specialty Drugs by calling Pharmacy Member Services at the phone number on the back of Your Identification Card or check Our website at www.anthem.com.

When You Order Your Prescription Through the PBM's Specialty Pharmacy

You can have Your Prescription for a Specialty Drug filled through the PBM's Specialty Pharmacy. Specialty Drugs are limited to a 30-day supply per fill. The PBM's Specialty Pharmacy will deliver Your Specialty Drugs to You by mail or common carrier for self-administration in Your home. You cannot pick up Your medication at Anthem.

Specialty Pharmacy Program

If You are out of a Specialty Drug which must be obtained through the PBM's Specialty Pharmacy program, We will authorize an override of the Specialty Pharmacy program requirement for 72-hours, or until the next business day following a holiday or weekend to allow You to get a 72-hour Emergency

supply of medication, or the smallest packaged quantity, whichever is greater, if Your doctor decides that it is appropriate and Medically Necessary. You may have to pay the applicable Copayment/Coinsurance, if any.

If You order Your Specialty Drug through the PBM's Specialty Pharmacy and it does not arrive, if Your doctor decides that it is Medically Necessary for You to have the drug immediately, We will authorize an override of the Specialty Pharmacy program requirement for a 30-day supply or less to allow You to get an Emergency supply of medication from a participating Pharmacy near You. A Member Services representative from the PBM's Specialty Pharmacy will coordinate the exception and You will not be required to pay additional Coinsurance.

Home Delivery Pharmacy

The PBM also has a Home Delivery Pharmacy which lets You get certain drugs by mail if You take them on a regular basis (Maintenance Medication). You will need to contact the PBM to sign up when You first use the service. You can mail written Prescriptions from Your doctor or have Your doctor send the Prescription to the Home Delivery Pharmacy. Your doctor may also call the Home Delivery Pharmacy. You will need to send in any Copayments, Deductible, or Coinsurance amounts that apply when You ask for a Prescription or refill.

Maintenance Medication

A Maintenance Medication is a drug You take on a regular basis to treat or control a chronic illness such as heart disease, high blood pressure, epilepsy, or diabetes. If You are not sure the Prescription Drug You are taking is a Maintenance Medication, please call Pharmacy Member Services at the number on the back of Your Identification Card or check Our website at www.anthem.com for more details.

When using Home Delivery, We suggest that You order Your refill two weeks before You need it to avoid running out of Your medication. For any questions concerning the Home Delivery program, You can call Pharmacy Member Services toll-free at 1-833-236-6196.

The Prescription must state the dosage and Your name and address; it must be signed by Your doctor.

The first Home Delivery Prescription You submit must include a completed patient profile form. This form will be sent to You upon becoming eligible for this program. Any subsequent Home Delivery Prescriptions for that insured need only the Prescription and payment enclosed.

You must authorize the pharmacist to release information needed in connection with the filling of a Prescription to the designated Home Delivery Prescription Drug program.

Note: Some Prescription Drugs and/or medicines are not available or are not covered for purchase through the Home Delivery Prescription Drug program including, but not limited to, antibiotics, drugs not on the Prescription Drug List, drugs and medications to treat infertility, impotence and/or sexual dysfunction, injectables, including Self-Administered injectables except insulin. Please check with the Home Delivery Prescription Drug program Member Services department at 1-833-236-6196 for availability of the drug or medication.

What You Pay for Prescription Drugs

Tiers

Your share of the cost for Prescription Drugs may vary based on the tier the drug is in.

To get the lowest out-of-pocket cost, You must get Covered Services from a Level 1 Network Pharmacy.

- **Tier 1 Drugs** have the lowest Coinsurance or Copayment. This tier contains low cost and preferred drugs that may be Generic, single source Brand Drugs, Biosimilars, Interchangeable Biologic Products, or multi-source Brand Drugs. Certain low cost drugs, on Tier 1, may be available to Members at no Cost Share. These drugs are listed on Our Prescription Drug List (formulary).
- **Tier 2 Drugs** have a higher Coinsurance or Copayment than those in Tier 1. This tier may contain preferred drugs that may be Generic, single source, Biosimilars, Interchangeable Biologic Product or multi-source Brand Drugs.
- **Tier 3 Drugs** have a higher Coinsurance or Copayment than those in Tier 2. This tier may contain higher cost, preferred, and non-preferred drugs that may be Generic, single source,

- **Tier 4 Drugs** have a higher Coinsurance or Copayment than those in Tier 3. This tier may contain higher cost, preferred, and non-preferred drugs that may be Generic, single source, Biosimilars, Interchangeable Biologic Product or multi-source Brand Drugs.

Prescription Drug List

We also have a Prescription Drug List (a formulary) which is a list of drugs that have been reviewed and recommended for use based on their quality and cost effectiveness. Benefits may not be covered for certain drugs if they are not on the Prescription Drug List.

The Prescription Drug List is developed by Us based upon clinical findings, and where proper, the cost of the drug relative to other drugs in its therapeutic class or used to treat the same or similar condition. It is also based on the availability of over-the-counter medicines, Generic Drugs, the use of one drug over another by Our Members, and where proper, certain clinical economic reasons.

If You have a question regarding whether a drug is on the Prescription Drug List, please refer to Our website at www.anthem.com.

We retain the right, at Our discretion, to decide coverage based upon medication dosages, dosage forms, manufacturer and administration methods (i.e., oral, injected, topical, or inhaled) and may cover one form instead of another as Medically Necessary.

This Plan limits Prescription Drug coverage to those Prescription Drugs listed on Our Prescription Drug List. This formulary contains a limited number of Prescription Drugs, and may be different than the formulary for other Anthem products. Benefits may not be covered for certain Prescription Drugs if they are not on the Prescription Drug List. Generally, it includes select Generic Drugs with limited Brand Drug coverage. This list is subject to periodic review and modification by Anthem. We may add or delete Prescription Drugs from this Prescription Drug List from time to time. Inclusion of a drug or related item on the covered Prescription Drug List is not a guarantee of coverage. Unless a drug is being removed from the Prescription Drug List due to safety concerns, We will provide 60 days written notice of an adverse change to the Prescription Drug List to Members who are currently taking the Prescription Drug. An adverse change to the Prescription Drug List includes the removal of a Prescription Drug from the Prescription Drug List. It also includes moving the Prescription Drug to a higher Cost Share tier when such decision is not a result of the introduction to the market of a Generic equivalent of that Prescription Drug. A description of the Prescription Drugs that are listed on this Prescription Drug List is available upon request and at www.anthem.com.

Exception Request for a Drug not on the Prescription Drug List

If You or Your doctor believe You need a Prescription Drug that is not on the Prescription Drug List, please have Your doctor or pharmacist get in touch with Us. We will cover the other Prescription Drug only if We agree that it is Medically Necessary and appropriate over the other drugs that are on the Prescription Drug List. We will make a coverage decision within 72 hours or two business days of receiving Your request, whichever is less. If We approve the coverage of the drug, coverage of the drug will be provided for the duration of Your Prescription, including refills. If We deny coverage of the drug, You have the right to request an external review by an Independent Review Organization (IRO). The IRO will make a coverage decision within 72 hours of receiving Your request. If the IRO approves the coverage of the drug, coverage of the drug will be provided for the duration of Your Prescription, including refills.

You or Your doctor may also submit a request for a Prescription Drug that is not on the Prescription Drug List based on exigent circumstances. Exigent circumstances exist if You are suffering from a health condition that may seriously jeopardize Your life, health, or ability to regain maximum function, or if You are undergoing a current course of treatment using a drug not covered by the Plan. We will make a coverage decision within 24 hours of receiving Your request. If We approve the coverage of the drug, coverage of the drug will be provided for the duration of the exigency. If We deny coverage of the drug, You have the right to request an external review by an IRO. The IRO will make a coverage decision within 24 hours of receiving Your request. If the IRO approves the coverage of the drug, coverage of the drug will be provided for the duration of the exigency.

Coverage of a drug approved as a result of Your request or Your doctor's request for an exception will

only be provided if You are a Member enrolled under the Plan.

Drug Utilization Review

If there are patterns of over utilization or misuse of drugs, We will notify Your personal doctor and Your pharmacist. We reserve the right to limit benefits to prevent over utilization of drugs.

Prescription Drug Continuity

If You have been undergoing a course of treatment with a Prescription Drug that has been prior authorized by Your prior carrier, You may continue with that Prescription Drug until We conduct a review of the Prior Authorization with Your Provider. Anthem has the right to request a review with Your prescribing Provider. We will honor the prior carrier's Prior Authorization for a period up to six months if Your Provider participates in the review and requests the Prior Authorization be continued. We are not required to provide benefits for conditions or services not otherwise covered under Our Certificate, and Cost Sharing may be based on the Copayments and Coinsurance requirements of this Certificate.

Additional Features of Your Prescription Drug Pharmacy Benefit

Day Supply and Refill Limits

Certain day supply limits apply to Prescription Drugs as listed in the "Schedule of Cost Share and Benefits." In most cases, You must use a certain amount of Your Prescription before it can be refilled. In some cases We may let You get an early refill. For example, We may let You refill Your Prescription early if it is decided that You need a larger dose. As required by Maine law, one early refill for Prescription eye drops may be available. We may also authorize coverage for less than a 30-day supply for purposes of synchronizing medications. We will work with the Pharmacy to decide when this should happen.

If You are going on vacation and You need more than the day supply allowed, You should ask Your pharmacist to call Our PBM and ask for an override for one early refill. If You need more than one early refill, please call Pharmacy Member Services at the number on the back of Your Identification Card.

In the event of a statewide state of emergency declared by the Governor of Maine, We will cover Prescription Drugs for up to a 180-day supply.

Therapeutic Substitution

Therapeutic substitution is an optional program that tells You and Your doctor about alternatives to certain prescribed drugs. We may contact You and Your doctor to make You aware of these choices. Only You and Your doctor can determine if the therapeutic substitute is right for You. For questions or issues about therapeutic drug substitutes, call Pharmacy Member Services at the phone number on the back of Your Identification Card.

Split Fill Dispensing Program

The split fill dispensing program is designed to prevent and/or minimize wasted Prescription Drugs if Your Prescription Drugs or dose changes between fills, by allowing only a portion of Your Prescription to be filled. This program also saves You out-of-pocket expenses.

The Prescription Drugs that are included under this program have been identified as requiring more frequent follow up to monitor response to treatment and potential reactions or side-effects. You can access the list of these Prescription Drugs by calling the toll-free Pharmacy Member Services number on Your Member ID Card or log on to the Member website at www.anthem.com.

Drug Cost Share Assistance Programs

If You qualify for certain non-needs based drug Cost Share assistance programs offered by drug manufacturers (either directly or indirectly through third parties) to reduce the Deductible, Copayment, or Coinsurance You pay for certain Specialty Drugs, the reduced amount You pay may be the amount We will apply the assistance You receive to Your Deductible and/or Out-of-Pocket Limit when the Prescription Drug is provided by a Network Provider. However, if Your Plan is an HSA-compatible Plan, the Cost Share assistance will only be applied to Your Deductible to the extent it would not violate Treasury Guidelines.

Special Programs

Except where prohibited by federal regulations (such as HSA rules), from time to time We may offer

programs to support the use of more cost-effective or clinically effective Prescription Drugs including Generic Drugs, Home Delivery drugs, over-the-counter drugs or preferred products. Such programs may reduce or waive Copayments or Coinsurance for a limited time. In addition, We may allow access to network rates for drugs not listed on Our Prescription Drug List.

Rebate Impact on Prescription Drugs You Get at Retail or Home Delivery Pharmacies

Anthem and/or its PBM may also, from time to time, enter into agreements that result in Anthem receiving rebates or other funds ("rebates") directly or indirectly from Prescription Drug manufacturers, Prescription Drug distributors or others.

You will be able to take advantage of a portion of the cost savings anticipated by Anthem from rebates on Prescription Drugs purchased by You from Retail, Home Delivery, or Specialty Pharmacies under this section. If the Prescription Drug purchased by You is eligible for a rebate, most of the estimated value of that rebate will be used to reduce the Maximum Allowed Amount for the Prescription Drug. Any Deductible or Coinsurance would be calculated using that reduced amount. The remaining value of that rebate will be used to reduce the cost of coverage for all Members enrolled in coverage of this type.

It is important to note that not all Prescription Drugs are eligible for a rebate, and rebates can be discontinued or applied at any time based on the terms of the rebate agreements. Because the exact value of the ultimate rebate will not be known at the time You purchase the Prescription Drug, the amount the rebate applied to Your claim will be based on an estimate. Payment on Your claim will not be adjusted if the later determined rebate value is higher or lower than Our original estimate.

Pediatric Vision Care

These vision care services are covered for Members until the end of the month in which they turn 19. To get Network benefits, use a Blue View Vision eye care Provider. For help finding one, try “Find a Doctor” on Our website, or call Us at the number on Your ID Card.

Routine Eye Exam

This Certificate covers a complete routine eye exam with dilation as needed. The exam is used to check all aspects of Your vision.

Eyeglass Lenses

Standard plastic (CR39) eyeglass lenses up to 55mm are covered, whether they are single vision, bifocal, trifocal (FT 25-28), progressive or lenticular.

There are a number of additional covered lens options that are available through Your Blue View Vision Provider. See the “Schedule of Cost Share and Benefits” for the list of covered lens options.

Frames

Your Blue View Vision Provider will have a collection of frames for You to choose from. They can tell You which frames are included at no extra charge -- and which ones will cost You more.

Contact Lenses

Each Year, You get a lens benefit for eyeglass lenses, non-elective contact lenses or elective contact lenses. But You can only get one of those three options in a given Year. Your Blue View Vision Provider will have a collection of contact lenses for You to choose from. They can tell You which contacts are included at no extra charge - and which ones will cost You more.

Elective contact lenses are ones You choose for comfort or appearance.

Non-elective contact lenses are ones prescribed for certain eye conditions:

- Keratoconus where the patient is not correctable to 20/40 in either or both eyes using standard spectacle lenses
- High ametropia exceeding -12D or +9D in spherical equivalent
- Anisometropia of 3D or more
- For patients whose vision can be corrected three lines of improvement on the visual acuity chart when compared to best corrected standard spectacle lenses.

Note: We will not pay for non-elective contact lenses for any Member who has had elective corneal surgery, such as radial keratotomy (RK), photorefractive keratectomy (PRK), or LASIK.

Low Vision

Low vision is when You have a significant loss of vision, but not total blindness. Your Plan covers services for this condition when You go to a Blue View Vision eye care Provider who specializes in low vision. They include a comprehensive low vision exam (instead of a routine eye exam), optical/non-optical aids or supplemental testing.

WHAT IS NOT COVERED (EXCLUSIONS)

In this section You will find a review of items that are not covered by Your Plan. Excluded items will not be covered even if the service, supply, or equipment is Medically Necessary. This section is only meant to be an aid to point out certain items that may be misunderstood as Covered Services. This section is not meant to be a complete list of all the items that are excluded by Your Plan.

We will have the right to make the decision about whether services or supplies are Medically Necessary and if they will be covered by Your Plan.

The following services are not covered:

- Services rendered by Providers located outside the United States, unless the services are for Emergency Care, Urgent Care services received from an Urgent Care Center, or ambulance services related to an Emergency for transportation to a Hospital.
- Services by Non-Network Providers unless:
 - the services are for Emergency Care, ambulance services related to an Emergency for transportation to a Hospital, or Urgent Care services received at an Urgent Care Center; or
 - the services are approved in advance by Anthem.

Medical Services

Your medical benefits do not cover:

Acupuncture. Services or supplies related to the use of needles inserted along specific nerve pathways to ease pain.

After Hours or Holiday Charges. Additional charges beyond the Maximum Allowed Amount for basic and primary services requested after normal Provider service hours or on holidays.

Aids for Non-verbal Communication. Devices and computers to assist in communication and speech except for speech aid devices and tracheo-esophageal voice devices approved by Anthem.

Allergy Tests/Treatment. The following services, supplies or care are not covered:

- IgE RAST tests unless intradermal tests are contraindicated.
- Allergy tests for non-specific or non-allergy related symptoms such as fatigue and weight gain.
- Food allergy test panels (including SAGE food allergy panels).
- Services for, and related to, many forms of immunotherapy. This includes, but is not limited to, oral immunotherapy, low dose sublingual immunotherapy, and immunotherapy for food allergies.
- Specific non-standard allergy services and supplies, including, but not limited to, skin titration (Rinkel method), cytotoxicity testing (Bryan's Test), treatment of non-specific candida sensitivity, and urine autoinjections.
- Antigen leukocyte cellular antibody test (ALCAT).
- Cytotoxic test.
- HEMOCODE Food Tolerance System.
- IgG food sensitivity test.
- Immuno Blood Print test.
- Leukocyte histamine release test (LHRT).

Alternative/Complementary Medicine. For (services or supplies related to) alternative or complementary medicine. Services in this category include, but are not limited to, holistic medicine, homeopathy, hypnosis, aroma therapy, reiki therapy, herbal, vitamin or dietary products or therapies, naturopathy, thermography, orthomolecular therapy, contact reflex analysis, bioenergetic synchronization technique (BEST), iridology-study of the iris, auditory integration therapy (AIT), colonic irrigation, magnetic innervation therapy, electromagnetic therapy, and neurofeedback.

Ambulance. Usage is not covered when another type of transportation can be used without endangering the Member's health. Any ambulance usage for the convenience of the Member, family or doctor is not a

Covered Service. Non-Covered Services for ambulance include, but are not limited to, trips to:

- A doctor's office or clinic;
- A morgue or funeral home.

Coverage is not available for air ambulance transport from a Hospital capable of treating the patient because the patient and/or the patient's family prefer a specific Hospital or doctor. Air ambulance services are not covered for transport to a Hospital that is not an acute care Hospital, such as a nursing Facility or a rehabilitation Facility, doctor's office, or Your home.

Ancillary Therapy Services. Unless in conjunction with an active course of treatment, benefits are not provided for massage therapy, treatment such as paraffin baths, hot packs, whirlpools, or moist/dry heat applications.

Armed Forces/War. For any illness or injury that occurs while serving in the armed forces, including as a result of any act of war, declared or undeclared. At the Member's request, We will refund any Subscription Charges paid from the date the Member enters the military.

Asthma Education We do not provide benefits for asthma education programs.

Athletic Prosthetic Devices. Devices to replace, in whole or in part, an arm or a leg that are designed exclusively for athletic purposes.

Autopsies and Post-mortem Testing.

Before Effective Date or After Termination Date. Charges for care You get before Your Effective Date or after Your coverage ends, except as written in this Certificate.

Biofeedback Therapy. Biofeedback therapy.

Blood. We do not provide Benefits for any blood, blood donors, or packed red blood cells when participation in a voluntary blood program is available.

Charges Not Supported by Medical Records. Charges for services not described in Your medical records.

Charges Over the Maximum Allowed Amount. Charges over the Maximum Allowed Amount for Covered Services except for Surprise Billing Claims.

Clinical Trials. We do not provide benefits for procedures, equipment, services, supplies or charges for the following:

- Any investigational drugs or devices, non-health services required for You to receive the treatment, the costs of managing the research, or costs that would not be a Covered Service under this Plan for non-investigational treatments; or
- Items and services that are given only to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis;
- Any item or service that is paid for, or should have been paid for, by the sponsor of the trial.

Cochlear Implants. For cochlear implants.

Complications of Non-Covered Services. Services, supplies or treatment related to or, for problems directly related to a service that is not covered by this Plan. Directly related means that the care took place as a direct result of the non-Covered Service and would not have taken place without the non-Covered Service.

Complications Resulting from Experimental or Investigational or non-Medically Necessary Services or Treatment. Complications directly related to a service or treatment that is a non-Covered Service under this Certificate because it was determined by Us to be Experimental or Investigational or non-Medically Necessary. Directly related means that the service or treatment occurred as a direct result of the Experimental or Investigational or non-Medically Necessary service and would not have taken place in the absence of the Experimental or Investigational or non-Medically Necessary service.

Compound Drugs. Compound Drugs.

Corrective Eye Surgery. For eye surgery to correct errors of refraction, such as near-sightedness, including without limitation LASIK, radial keratotomy or keratomileusis, or excimer laser refractive keratectomy.

Cosmetic Services. Provided in connection with cosmetic services. Cosmetic services are primarily intended to preserve, change or improve Your appearance or are furnished for social reasons. No benefits are available for surgery or treatments to change the texture or appearance of Your skin or to change the size, shape or appearance of facial or body features (such as Your nose, eyes, ears, cheeks, chin, chest or breasts). Complications directly related to cosmetic services, treatment or surgery, as determined by Us, are not covered. This exclusion applies even if the original cosmetic services treatment or surgery was performed while the Member was covered by another carrier/self-funded plan prior to coverage under this Certificate. Directly related means that the treatment or surgery occurred as a direct result of the cosmetic services treatment or surgery and would not have taken place in the absence of the cosmetic services treatment or surgery. This exclusion does not apply to conditions including, but not limited to, myocardial infarction; pulmonary embolism; thrombophlebitis; and exacerbation of co-morbid conditions. This exclusion also does not apply to plastic or reconstructive surgery to restore breast symmetry by reduction mammoplasty, mastopexy or breast augmentation as recommended by the oncologist or PCP for a Member incident to a covered mastectomy. Coverage will include reduction or uplift surgery on the unaffected breast to produce a symmetrical appearance.

Counseling Services. Counseling Services and treatment related to religious counseling, marital/relationship counseling, vocational or employment counseling, and sex therapy.

Court Ordered Care. For court ordered testing or care, unless the service is Medically Necessary and authorized by Us.

Custodial Care. Custodial care, convalescent care or rest cures. This exclusion does not apply to hospice services.

Delivery Charges. Charges for delivery of Prescription Drugs.

Dental Braces. For Dental braces except as specified as a Covered Service in this Certificate.

Dental Implants. For Dental implants except as specified as a Covered Service in this Certificate.

Dental Treatment. For dental treatment, regardless of origin or cause, except as specified as a Covered Service in this Certificate. "Dental treatment" includes, but is not limited to, preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums, including, but not limited to:

- Extraction, restoration and replacement of teeth.
- Medical or surgical treatments of dental conditions.
- Services to improve dental clinical outcomes.

Dental X-Rays, Supplies and Appliances. For dental X-rays, supplies and appliances and all associated expenses, including hospitalization and anesthesia, except as required by law or as specified as a Covered Service in this Certificate. The only exceptions to this are for any of the following:

- Transplant preparation.
- Initiation of an immunosuppressive.
- Direct treatment of acute traumatic injury, cancer, or cleft palate.

Department of Veterans Affairs. Benefits are not provided for any treatments, services, or supplies provided to veterans by the Department of Veterans Affairs, its Hospitals or Facilities if the treatment is related to Your service connected disability.

Doctor or Other Practitioners' Charges. Doctor or other practitioners' charges including:

- Surcharges for furnishing and/or receiving medical records and reports.
- Charges for doing research with Providers not directly responsible for Your care.
- Charges that are not documented in Provider records.
- Charges from an outside laboratory or shop for services in connection with an order involving devices (e.g., prosthetics, orthotics) which are manufactured by that laboratory or shop, but which are designed to be fitted and adjusted by the attending doctor.
- For membership, administrative, or access fees charged by doctors or other Providers. Examples

of administrative fees include, but are not limited to, fees charged for educational brochures or calling a patient to provide their test results.

Doctor Stand-by Charges. For stand-by charges of a doctor.

Drugs Contrary to Approved Medical and Professional Standards. Drugs given to You or prescribed in a way that is against approved medical and professional standards of practice.

Drugs Over Quantity or Age Limits. Drugs which are over any quantity or age limits set by the Plan or based upon FDA labeling.

Drugs Over the Quantity Prescribed or Refills After One Year. Drugs in amounts over the quantity prescribed, or for any refill given more than one Year after the date of the original Prescription Order.

Drugs Prescribed by Providers Lacking Qualifications/Registrations/Certifications. Prescription Drugs prescribed by a Provider that does not have the necessary qualifications, registrations and/or certifications as determined by Anthem.

Drugs That Do Not Need a Prescription. Drugs that do not need a Prescription by federal law (including drugs that need a Prescription by State law, but not by federal law).

Durable Medical Equipment. Covered Services do not include durable medical equipment except as specified as a Covered Service in this Certificate. Non-Covered Services or supplies include, but are not limited to:

- Orthopedic shoes or shoe inserts, except as specified as a Covered Service in this Certificate.
- Air purifiers, air conditioners, humidifiers.
- Exercise equipment, treadmills.
- Pools and spas.
- Elevators.
- Supplies for comfort, hygiene or beautification.
- Correction appliances or support appliances and supplies such as stockings.

Education/Training. For services, supplies or room and board for teaching, vocational, or self-training purposes. This includes, but is not limited to, boarding schools and/or the room and board and educational components of a residential program where the primary focus of the program is educational in nature rather than treatment based.

Exams - Research Screenings. For examinations relating to research screenings.

Experimental or Investigational. Which are Experimental or Investigational or related to such, whether incurred prior to, in connection with, or subsequent to the Experimental or Investigational service or supply, as determined by Us. The fact that a service is the only available treatment for a condition will not make it eligible for coverage if We deem it to be Experimental or Investigational.

Eyeglasses/Contact Lenses. For prescription, fitting, or purchase of eyeglasses or contact lenses except as specified as a Covered Service in this Certificate. This exclusion does not apply for initial prosthetic lenses or sclera shells following intra-ocular surgery, or for soft contact lenses due to a medical condition.

Facilities of the Uniformed Services. Benefits are not provided for any treatments, services, or supplies provided by or through any healthcare Facility of the uniformed services. This exclusion does not apply if You are a military dependent or retiree.

Family Planning Services. Benefits are not provided for services to reverse voluntarily induced sterility and non-prescriptive birth control preparations (such as foams or jellies) unless such preparations are over-the-counter drugs that must be covered under federal law when prescribed by a doctor.

Family/Self. Prescribed, ordered or referred by, or received from a member of Your immediate family, including Your spouse, child/stepchild, brother/stepbrother, sister/stepmother, parent/stepparent, in-law, or self.

Feet - Surgical Treatment. For surgical treatment of flat feet; subluxation of the foot; weak, strained, unstable feet; tarsalgia; metatarsalgia; hyperkeratosis.

Foot Care - Routine. For routine foot care except when Medically Necessary (including the cutting or

removal of corns and calluses); nail trimming, cutting or debriding; hygienic and preventive maintenance foot care, including, but not limited to:

- Cleaning and soaking the feet
- Applying skin creams in order to maintain skin tone
- Other services that are performed when there is not a localized illness, injury or symptom involving the foot

Genetic Testing and Counseling. Benefits are not provided for genetic testing or genetic counseling except as specified as a Covered Service in this Certificate.

Government Coverage. To the extent that they are provided as benefits by any governmental unit, unless otherwise required by law or regulation.

Health Club Memberships and Fitness Services. Health club memberships, workout equipment, charges from a physical fitness or personal trainer, or any other charges for activities, equipment, or Facilities used for physical fitness, even if ordered by a doctor. This exclusion also applies to health spas.

Hearing Care. Related items such as batteries, cords, and other assistive listening devices, including, but not limited to, frequency modulation systems, are not covered.

Hospice Care. We do not provide benefits for the following services, supplies or care:

- Services or supplies for personal comfort or convenience, including homemaker services.
- Food services, meals, formulas and supplements except as specified as a Covered Service in this Certificate or for dietary counseling even if the food, meal, formula or supplement is the sole source of nutrition.
- Services not directly related to the medical care of the Member, including estate planning, drafting of wills, funeral counseling or arrangement or other legal services.
- Services provided by volunteers.

Human Growth Hormone. Human growth hormone.

Hyperhidrosis. For treatment of hyperhidrosis (excessive sweating).

Impotency. For services and supplies related to male or female sexual or erectile dysfunctions or inadequacies, regardless of origin or cause. This exclusion includes sexual therapy and counseling. This exclusion also includes penile prostheses or implants and vascular or artificial reconstruction, Prescription Drugs, and all other procedures and equipment developed for or used in the treatment of impotency, and all related diagnostic testing.

Incarceration. For care required while incarcerated in a federal, State or local penal institution or required while in custody of federal, State or local law enforcement authorities, including work release programs, unless otherwise required by law or regulation.

Infertility Testing and Treatment. For testing or treatment related to fertilization or infertility such as diagnostic tests performed to determine the reason for infertility and any service billed with an infertility related diagnosis.

In-vitro Fertilization (IVF) or Pre-implant Genetic Diagnosis (PGD) of Embryos. Services or supplies for in-vitro fertilization (IVF) or pre-implant genetic diagnosis (PGD) of embryos, whether provided or not provided in connection with infertility treatment.

Leased Services and Facilities. Benefits are not provided for any healthcare services or Facilities that are not regularly available at the Provider You go to, that the Provider must rent or make special arrangements to provide, and that are billed independently.

Maintenance Therapy. For maintenance therapy which is treatment given when no additional progress is apparent or expected to occur. Maintenance therapy includes treatment that preserves Your present level of functioning and prevents loss of that functioning, but which does not result in any additional improvement. Benefits are not provided for maintenance therapy for chronic conditions.

Medical Chats Not Provided Through Our Mobile App. Texting or chat services provided through a service other than Our mobile app, website, or Anthem-enabled devices.

Medical Equipment, Devices, and Supplies. We do not provide benefits for supplies, equipment and

appliances that include comfort, luxury, or convenience items or features that exceed what is Medically Necessary in Your situation. Reimbursement will be based on the Maximum Allowed Amount for a standard item that is a Covered Service, serves the same purpose, and is Medically Necessary. Any expense that exceeds the Maximum Allowed Amount for the standard item which is a Covered Service is Your responsibility.

Medicare Benefits. (1) for which benefits are payable under Medicare Parts A, B and/or D, unless prohibited by law. (2) for services or supplies provided pursuant to a private contract between the Member and a Provider, for which reimbursement under the Medicare program is prohibited as specified in Section 1802 (42 U.S.C. 1395a) of Title XVII of the Social Security Act.

Mental Health, Substance Abuse Treatment and Lifestyle Services. We do not provide benefits for procedures, equipment, services, supplies or charges for the following:

- Sensitivity training;
- Encounter groups;
- Educational programs except as specified as a Covered Service in this Certificate;
- Marriage, guidance, and career counseling;
- Codependency;
- Adult Children of Alcoholics (ACOA);
- Pain control (except as required by law for hospice care services);
- Activities whose primary purpose is recreational and socialization.

Missed/Cancelled Appointments. For missed or cancelled appointments.

No Legal Obligation to Pay. For which You have no legal obligation to pay in the absence of this or like coverage.

Non-approved Drugs. Drugs not approved by the FDA.

Nonemergency Care Received in Emergency Room. For care received in an Emergency room that is not Emergency Care, except as specified as a Covered Service in this Certificate. This includes, but is not limited to, suture removal in an Emergency room.

Not Medically Necessary. Any services or supplies which are not Medically Necessary.

Nutritional and Dietary Supplements. For nutritional and dietary supplements, except as specified as a Covered Service in this Certificate or as required by law. This exclusion includes, but is not limited to, those nutritional formulas and dietary supplements that can be purchased over-the-counter, which by law do not require either the written Prescription or dispensing by a licensed pharmacist.

Off Label Use. Off label use, unless We must cover the use by law or if We approve it.

Oral Appliances for Snoring. Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea.

Orthognathic Surgery. Benefits are not provided for orthognathic surgery, except as specified as a Covered Service in this Certificate.

Orthotic Devices, Shoes or Shoe Inserts. Benefits are not provided for orthotic devices, shoes or shoe inserts except as specified as a Covered Service in this Certificate. We do not provide benefits for procedures, equipment, services, supplies or charges for the following:

- Repair and replacement due to misuse, malicious breakage or gross neglect.
- Replacement of lost or stolen items.

Outdoor Treatment Camps and/or Programs and/or Wilderness Programs.

Over-the-Counter. For drugs, devices, products, or supplies with over-the-counter equivalents and any drugs, devices, products, or supplies that are therapeutically comparable to an over-the-counter drug device, product, or supply, except as specified as a Covered Service in this Certificate or as required by law (for example, over-the-counter contraceptive drugs when prescribed by a doctor).

Personal Care, Convenience and Mobile/Wearable Devices. For personal hygiene, environmental control, or convenience items including, but not limited to:

- Air conditioners, humidifiers, air purifiers;
- Health club membership, and physical fitness equipment such as a treadmill or exercise cycles; charges from a physical fitness instructor or personal trainer, or any other charges for activities, equipment, or facilities used for developing or maintaining physical fitness, even if ordered by a doctor. This exclusion also applies to health spas or similar facility.
- Special exercise testing or equipment solely to evaluate exercise competency or assist in an exercise program;
- Charges from a health spa or similar facility;
- Personal comfort and convenience items during an Inpatient stay, including, but not limited to, daily television rental, telephone services, cots or visitor's meals;
- Charges for non-medical self-care except as otherwise stated;
- Purchase or rental of supplies for common household use, such as water purifiers;
- Allergenic pillows, cervical neck pillows, special mattresses, or waterbeds;
- Infant helmets to treat positional plagiocephaly;
- Consumer wearable/personal mobile devices (such as a smart phone, smart watch, or other personal tracking devices), including any software or applications;
- Residential, auto, or place of business structural changes (ramps, lifts, elevator chairs, escalators, elevators, stair glides, emergency alert equipment, handrails);
- Safety helmets for Members with neuromuscular diseases; or
- Sports helmets.

Physical Exams and Immunizations - Other Purposes. Physical exams and immunizations required for travel, enrollment in any insurance program, as a condition of employment, for licensing, or for other purposes.

Private Duty Nursing. We do not provide benefits for services or charges for private duty nursing.

Provider Services. You get from Providers that are not licensed by law to provide Covered Services, as defined in this Certificate. Examples of such Providers may include, but are not limited to, masseurs or masseuses (massage therapists) and physical therapist technicians.

Provider Type. Received from an individual or entity that is not a Provider, as defined in this Certificate, or recognized by Us.

Reconstructive Services. Reconstructive services except as specified as a Covered Service in this Certificate, or as required by law.

Regression Prevention. For services which are solely performed to prevent regression of functions for an illness, injury or condition which is resolved or stable, except as specified as a Covered Service in this Certificate.

Residential Accommodations. Residential accommodations to treat medical or behavioral health conditions, except when provided in a Hospital, hospice, Skilled Nursing Facility, or Residential Treatment Center. This exclusion includes procedures, equipment, services, supplies or charges for the following:

- Domiciliary care provided in a residential institution, treatment center, halfway house or a school because a Member's own home arrangements are not available or are unsuitable, and consisting chiefly of room and board, even if therapy is included.
- Care provided or billed by a hotel, health resort, convalescent home, rest home, nursing home or other extended care Facility home for the aged, infirmary, school infirmary, institution providing education in special environments, supervised living or halfway house, or any similar Facility or institution.
- Services or care provided or billed by a school, custodial care center for the developmentally disabled, or outward bound programs, even if psychotherapy is included.

Reversal of Sterilization. Sterilizations for men and reversals of sterilizations for men and women.

Riot, Nuclear Explosion. For a condition resulting from direct participation in a riot, civil disobedience, nuclear explosion, nuclear accident or engaging in an illegal occupation, or under the influence of any narcotic unless administered on the advice of a doctor.

Routine Circumcisions. Benefits are not provided for routine circumcisions.

Self-Help Training/Care. For self-help training and other forms of non-medical self care, except as specified as a Covered Service in this Certificate.

Services by Ineligible Providers. Benefits are not provided for services provided by any Provider not listed as an eligible Provider in this Certificate.

Services Not Appropriate for Virtual Visits. Services that We determine require in-person contact and/or equipment that cannot be provided remotely.

Services Not Listed As Covered. Benefits are not provided for any service, procedure, or supply not listed as a Covered Service in this Certificate.

Shock Wave Treatment. Extracorporeal Shock Wave Treatment for plantar fasciitis and other musculoskeletal conditions unless in conjunction with an active course of treatment.

Spinal Decompression Devices. Spinal decompression devices. This includes, but is not limited to, Vertebral Axial Decompression (Vax-D) and DRX9000.

Surrogate Pregnancy. Services or supplies provided to a person not covered under the Certificate in connection with a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple).

Teeth - Congenital Anomaly. Treatment of congenitally missing, malpositioned, or super numerary teeth, even if part of a congenital anomaly, except as specified as a Covered Service in this Certificate or as required by law.

Teeth, Jawbone, Gums. For treatment of the teeth, jawbone or gums that is required as a result of a medical condition, except as expressly required by law, or as specified as a Covered Service in this Certificate.

Temporomandibular Joint (TMJ) Syndrome Services For surgical and non-surgical examination; diagnosis, including invasive (internal) and non-invasive (external) procedures and tests; and all services related to diagnosis and treatment, both medical and surgical, of temporomandibular joint dysfunction or syndrome also called myofascial pain dysfunction or craniomandibular pain syndrome. Examples of non-Covered Services include, but are not limited to, physiotherapy, such as therapeutic muscle exercises, galvanic or transcutaneous nerve stimulation; vapocoolant sprays, ultrasound, or diathermy; behavior modification such as biofeedback, psychotherapy; appliance therapy such as occlusal appliances (splints) or other oral prosthetic devices and their adjustments; orthodontic therapy such as braces; prosthodontic therapy such as crowns, bridgework; and occlusal adjustments.

Therapy - Other. Services, supplies, and equipment for the following:

- Hippotherapy
- Prolotherapy
- Recreational therapy

Transplant: Human Organ and Bone Marrow/Stem Cell/Cord Blood Exclusions. Non-Covered Services for transportation and lodging include, but are not limited to:

- Child care.
- Meals.
- Mileage within the medical transplant Facility city.
- Rental cars, buses, taxis, or shuttle service, except as specifically approved by Us.
- Frequent flyer miles.
- Coupons, vouchers, or travel tickets.
- Prepayments or deposits.
- Services for a condition that is not directly related, or a direct result, of the transplant.
- Telephone calls.
- Laundry.
- Postage.
- Entertainment.
- Travel expenses for donor companion/caregiver.
- Return visits for the donor for a treatment of a condition found during the evaluation.

Travel Costs.

- **Non-authorized Travel Related Expenses:** For mileage, lodging and meals costs, and other Member travel related expenses, except as authorized by Us or as specified as a Covered Service in this Certificate.
- **Maine Travel Assistance Program:** Coverage is not provided for travel within the State of Maine, or states other than Connecticut, Massachusetts, and New Hampshire. Travel coverage is excluded for services that do not meet those defined within the Maine Travel Assistance Program, including services or care from a Non-Network Provider.

Vein Treatment. Treatment of varicose veins or telangiectatic dermal veins (spider veins) by any method (including sclerotherapy or other surgeries) for cosmetic purposes.

Virtual Visits. Virtual Visits do not include the use of facsimile, texting (outside of Our mobile app), electronic mail, or non-secure instant messaging. Benefits also do not include reporting normal laboratory or other test results, requesting office visits, getting answers to billing, insurance coverage or payment questions, asking for Referrals to Providers outside Our network, benefit Precertification or Provider to Provider discussions except as approved under the "What Is Covered" section.

Vision Orthoptic Training. For orthoptics or vision training and any associated supplemental testing. This exclusion does not apply to Members through the end of the month in which the Member turns age 19.

Weight Loss Programs. For weight loss programs, whether or not they are pursued under medical or doctor supervision, except as specified as a Covered Service in this Certificate. This exclusion includes commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs.

Workers' Compensation. For any condition, disease, defect, ailment, or injury arising out of and in the course of employment if benefits are available under any Workers' Compensation Act or other similar law. If Workers' Compensation Act benefits are not available to You, then this exclusion does not apply. This exclusion applies if You receive the benefits in whole or in part. This exclusion also applies whether or not You claim the benefits or compensation. It also applies whether or not You recover from any third party.

Prescription Drugs

Your Prescription Drug benefits do not cover:

- Administration charges for the administration of any drug except for covered immunizations as approved by Us or the PBM.
- Charges Not Supported by Medical Records. Charges for Pharmacy services not related to conditions, diagnoses, and/or recommended medications described in Your medical records.
- Clinically Equivalent Alternatives. Certain Prescription Drugs may not be covered if You could use a clinically equivalent drug, unless required by law. "Clinically equivalent" means drugs that, for most Members, will give You similar results for a disease or condition. If You have questions about whether a certain drug is covered and which drugs fall into this group, please call the number on the back of Your Identification Card, or visit Our website at www.anthem.com.
- Compound Drugs. Compound Drugs.
- Contrary to Approved Medical and Professional Standards. Drugs given to You or prescribed in a way that is against approved medical and professional standards of practice.
- Delivery Charges. Charges for delivery of Prescription Drugs.
- Drugs Given at the Provider's Office/Facility. Drugs You take at the time and place where You are given them or where the Prescription Order is issued. This includes samples given by a doctor. This exclusion does not apply to drugs used with a diagnostic service, drugs given during chemotherapy in the office as specified in "Therapy Services Outpatient," or drugs specified in "Medical Supplies, Durable Medical Equipment and Appliances" in the "What is Covered" section - they are Covered Services.
- Drugs not approved by the FDA.
- Drugs Over Quantity or Age Limits. Drugs which are over any quantity or age limits set by the Plan or based upon FDA labeling.
- Drugs Over the Quantity Prescribed or Refills After One Year. Drugs in amounts over the quantity prescribed, or for any refill given more than one Year after the date of the original Prescription Order.
- Drugs Prescribed by Providers Lacking Qualifications/Registrations/Certifications. Prescription Drugs prescribed by a Provider that does not have the necessary qualifications, registrations and/or certifications as determined by Anthem.
- Drugs That Do Not Need a Prescription. Drugs that do not need a Prescription by federal law (including drugs that need a Prescription by State law, but not by federal law), except for injectable insulin. This exclusion does not apply to over-the-counter drugs that We must cover under State or federal law when recommended by the U.S. Preventive Services Task Force and prescribed by a doctor (contraceptives).
- Drugs Used for Cosmetic Purposes.
- Items Covered as Durable Medical Equipment (DME). Therapeutic DME, devices and supplies except peak flow meters, spacers, glucose monitors.
- Items Covered Under the "Doctor (Physician) Visits" benefit, including allergy desensitization products or allergy serum. While not covered under the "Prescription Drug Benefit at a Retail, Home Delivery, or Specialty Pharmacy" benefit, these items may be covered under "Allergy Services" in the "Doctor (Physician) Visits" benefit.
- Lost or Stolen Drugs. Refills of lost or stolen drugs.
- Mail service programs other than the PBM's Home Delivery Mail Service. Prescription Drugs dispensed by any mail service program other than the PBM's Home Delivery mail service, unless We must cover them by law.
- Nutritional or Dietary Supplements. Nutritional and/or dietary supplements, except as described

in this Certificate or that We must cover by law. This exclusion includes, but is not limited to, nutritional formulas and dietary supplements that You can buy over-the-counter and those You can get without a written Prescription or from a licensed pharmacist.

- Off label use, except for the treatment of cancer, HIV or AIDS.
- Onychomycosis Drugs. Drugs for Onychomycosis (toenail fungus) except when We allow it to treat Members who are immuno-compromised or diabetic.
- Over-the-Counter Items May not be Covered. Drugs, devices and products, or Prescription Drugs with over-the-counter equivalents and any drugs, devices or products that are therapeutically comparable to an over-the-counter drug, device, or product. This includes Prescription Drugs when any version or strength becomes available over-the-counter. This does not include over-the-counter drugs, such as contraceptives, that must be covered under federal law when prescribed by a doctor.
- Prescription Drugs Used to Treat Infertility.
- Services or Supplies from Family Members. Services prescribed, ordered, referred by or received from a member of Your immediate family, including Your spouse, domestic partner, child/stepchild, brother/stepbrother, sister/stepsister, parent/stepparent, in-law, or self.
- Services We conclude are not Medically Necessary. This includes services that do not meet Our medical policy, clinical coverage, or benefit policy guidelines.
- Sexual Dysfunction Drugs. Drugs to treat sexual or erectile problems.
- Syringes. Hypodermic syringes except when given for use with insulin and other covered self-injectable drugs and medicine.
- Weight Loss Drugs. Any drug mainly used for weight loss.

Pediatric Vision Care

Your vision care services do not include services incurred for or in connection with any of the items below:

- Vision care for Members age 19 and older, except as specified as a Covered Service in this Certificate.
- For any condition, disease, defect, ailment or injury arising out of and in the course of employment if benefits are available under the Workers' Compensation Act or any similar law. This exclusion applies if a Member receives the benefits in whole or in part. This exclusion also applies whether or not the Member claims the benefits or compensation. It also applies whether or not the Member recovers from any third party.
- To the extent that they are provided as benefits by any governmental unit, unless otherwise required by law or regulation.
- For which the Member has no legal obligation to pay in the absence of this or like coverage.
- For services or supplies prescribed, ordered or referred by, or received from a member of the Member's immediate family, including the Member's spouse or domestic partner, child, brother, sister or parent.
- For completion of claim forms or charges for medical records or reports.
- For missed or cancelled appointments.
- For safety glasses and accompanying frames.
- For two pairs of glasses in lieu of bifocals.
- For plano lenses (lenses that have no refractive power).
- For medical or surgical treatment of the eyes, including Inpatient or Outpatient Hospital vision care, except as specified as a Covered Service in this Certificate.
- Lost or broken lenses or frames, unless the Member has reached their normal interval for service when seeking replacements.
- For services or supplies not specified as a Covered Service in this Certificate.
- Cosmetic lenses or options, such as special lens coatings or non-prescription lenses, except as specified as a Covered Service in this Certificate.
- For services or supplies combined with any other offer, coupon or in-store advertisement, or for certain brands of frames where the manufacturer does not allow discounts.
- No benefits are available for frames or contact lenses purchased outside of Our formulary.
- Services and materials not meeting accepted standards of optometric practice or services that are not performed by a licensed Provider.
- Blended lenses.
- Oversize lenses.
- For sunglasses.

HOW YOUR CLAIMS ARE PAID

This section describes how Your claims are administered, explains the Cost Sharing features of Your Plan, and outlines other important provisions. The specific Cost Sharing features, and the applicable benefit percentages and/or limitations, are outlined in the “Schedule of Cost Share and Benefits” section.

We consider Covered Services to be incurred on the date a service is provided. This is important because You must be actively enrolled on the date the service is provided.

Cost Sharing Requirements

Cost Sharing is how Anthem shares the cost of healthcare services with You. It means what Anthem is responsible for paying and what You are responsible for paying. You meet Your Cost Sharing requirements through Your payment of Copayments, Deductibles and/or Coinsurance (as described below).

Anthem works with doctors, Hospitals, Pharmacies and other healthcare Providers to control healthcare costs. As part of this effort, most Providers who contract with Anthem agree to control costs by giving discounts to Anthem. Most other insurers maintain similar arrangements with Providers.

The contracts between Anthem and Our Network Providers include a “hold harmless” clause which provides that You cannot be held responsible by the Provider for claims owed by Anthem for healthcare services covered under this Certificate.

Covered Services that are not obtained from a PCP, SCP or another Network Provider, or that are not Authorized Services will not be covered. The only exceptions are Emergency Care, ambulance services related to an Emergency for transportation to a Hospital, or Urgent Care services received at an Urgent Care Center.

Copayment

Copayment means the fixed dollar amount You may be responsible for when You visit a Provider or fill a Prescription for covered Prescription Drugs at the Retail or Home Delivery Pharmacy. In some instances, a Copayment may be required before the Deductible for certain Covered Services. Your Copayment responsibility is shown in Your “Schedule of Cost Share and Benefits.” Whether a Copayment applies to a Covered Service, depends on Your Certificate’s benefit design.

Copayments do not accumulate towards the Deductible, however Copayments satisfied in a Calendar Year accumulate towards the Out-of-Pocket Limit.

Coinsurance

Coinsurance means the percentage of the Maximum Allowed Amount for which You are responsible for a specified Covered Service. For example, if Your Coinsurance percentage listed on Your “Schedule of Cost Share and Benefits” is 20%, You are responsible for 20% of the Maximum Allowed Amount. See the explanation of Maximum Allowed Amount in this section for additional information. Whether a Coinsurance applies to a Covered Service depends on Your Plan’s benefit design.

Deductible

A Deductible is a specified dollar amount for Covered Services that the Member must pay within each Calendar Year before Anthem reimburses You for Covered Services. A Copayment may be required before the Deductible for certain Covered Services. The Deductible amount is listed in the “Schedule of Cost Share and Benefits” section. A new Deductible applies at the beginning of each Benefit Period.

Deductible Calculation

Each family Member's Maximum Allowed Amounts for Covered Services is applied to his or her individual Deductible. Once two or more family Members' Maximum Allowed Amounts for Covered Services combine to equal the family Deductible, then no other individual Deductible needs to be met for that Calendar Year. No one person can contribute more than his or her individual Deductible to the family

Deductible.

The Deductible applies to most Covered Services even those with a zero percent Coinsurance. An example of services not subject to the Deductible is Network preventive care services required by law. Generally, Copayments are not subject to and do not apply to the Deductible, however to confirm how Your Plan works, please refer to the “Schedule of Cost Share and Benefits.”

Out-of-Pocket Limit

The Out-of-Pocket Limit for Covered Services is the sum of the Deductible and Copayment/Coinsurance maximums paid in a Benefit Period. The Out-of-Pocket Limit is the most You pay for Covered Services in a Benefit Period. Once You meet Your Out-of-Pocket Limit, Anthem will cover 100% of the Maximum Allowed Amount for Covered Services for the rest of that Benefit Period.

Out-of-Pocket Limit Calculation

The Deductible, Coinsurance, and Copayment amounts incurred in a Calendar Year apply to the Out-of-Pocket Limit.

The individual Out-of-Pocket Limit applies to each covered family Member. Once two or more covered family Members’ Out-of-Pocket Limits combine to equal the family Out-of-Pocket Limit amount, the Out-of-Pocket Limit will be satisfied for the family for that Calendar Year. No one person can contribute more than his or her individual Out-of-Pocket Limit.

Once the Out-of-Pocket Limit is satisfied, no additional Cost Sharing will be required for the remainder of the Calendar Year.

Your Tier 1 and Tier 2 Out-of-Pocket Limits accumulate across both tiers.

Out-of-Pocket Limit Exceptions

Please read this section very carefully. Not all money that You pay toward Your healthcare costs are counted toward Your Out-of-Pocket Limit.

Amounts You incur towards Your Deductible, Copayments and/or Coinsurance count towards the Out-of-Pocket Limit. However, the following will never count towards the Out-of-Pocket Limit, nor will they ever be paid under this Plan:

- Amounts exceeding the Maximum Allowed Amount;
- Amounts over any Plan maximum or limitation; and/or
- Expenses for services not covered under this Certificate.

Benefit Levels

Network Providers If Your claim from a Network Provider is approved, We will pay benefits directly to the Network Provider. Except for Deductibles, Copayments and Coinsurance, You are not required to pay any balances to the Provider for Covered Services until after We determine the benefits We will pay.

Non-Network Providers Except for Emergency Care, ambulance services related to an Emergency for transportation to a Hospital, or Urgent Care services received at an Urgent Care Center, there is no benefit for services rendered by Non-Network Providers unless the services are approved in advance by Anthem.

Benefit Period Maximum

Some Covered Services have a maximum number of days or visits that Anthem will allow during a Benefit Period. When the Deductible is applied to a Covered Service that has a maximum number of days or visits, the maximum benefits may be reduced by the amount applied to the Deductible, whether or not the Covered Service is paid by Us. These maximums apply even if You have satisfied the applicable Out-of-Pocket Limit. See the “Schedule of Cost Share and Benefits” for those services which have a benefit limit.

Balance Billing

Network Providers are prohibited from balance billing. A Network Provider has signed an agreement with Anthem to accept Our determination of the Maximum Allowed Amount or reimbursement rate for Covered Services rendered to a Member who is his or her patient. A Member is not liable for any fee in excess of this determination or negotiated fee, except what is due under the Certificate, e.g., Deductibles (if any) or Coinsurance. When You receive Covered Services from a Non-Network Provider, including in an Emergency or when services have been previously authorized, You may be responsible for paying any difference between the Maximum Allowed Amount and the Provider's actual charges unless Anthem has authorized Covered Services from a Non-Network Provider due to Provider Network inadequacies or You receive a Surprise Billing Claim.

Maximum Allowed Amount

General

This provision describes how We determine the amount of reimbursement for Covered Services.

Reimbursement for services rendered by Network and Non-Network Providers is based on Your Certificate's Maximum Allowed Amount for the Covered Service that You receive. Please also see "Inter-Plan Programs" provision for additional information.

The Maximum Allowed Amount for this Certificate is the maximum amount of reimbursement We will allow for services and supplies:

- that meet Our definition of Covered Services, to the extent such services and supplies are covered under Your Certificate and are not excluded;
- that are Medically Necessary; and
- that are provided in accordance with all applicable prior-authorization, Utilization Review, or other requirements set forth in Your Certificate.

You will be required to pay a portion of the Maximum Allowed Amount to the extent You have not met Your Deductible or have a Copayment or Coinsurance.

Generally, services received from a Non-Network Provider under this Certificate are not covered except for Emergency Care, or when services have been previously authorized by Us. Except for Surprise Billing Claims, when You receive Covered Services from a Non-Network Provider either in an Emergency or when services have been previously authorized, You may be responsible for paying any difference between the Maximum Allowed Amount and the Provider's actual charges. This amount can be significant.

When You receive Covered Services from a Provider, We will, to the extent applicable, apply claim processing rules to the claim submitted for those Covered Services. These rules evaluate the claim information and, among other things, determine the accuracy and appropriateness of the procedure and diagnosis codes included in the claim. Applying these rules may affect Our determination of the Maximum Allowed Amount. Our application of these rules does not mean that the Covered Services You received were not Medically Necessary. It means We have determined that the claim was submitted inconsistent with procedure coding rules and/or reimbursement policies. For example, Your Provider may have submitted the claim using several procedure codes when there is a single procedure code that includes all of the procedures that were performed. When this occurs, the Maximum Allowed Amount will be based on the single procedure code rather than a separate Maximum Allowed Amount for each billed code.

Likewise, when multiple procedures are performed on the same day by the same doctor or other healthcare professional, We may reduce the Maximum Allowed Amounts for those secondary and subsequent procedures because reimbursement at 100% of the Maximum Allowed Amount for those procedures would represent duplicative payment for components of the primary procedure that may be considered incidental or inclusive.

Provider Network Status

The Maximum Allowed Amount may vary depending upon whether the Provider is a Network or a Non-Network Provider.

A Network Provider is a Provider who is in the managed network for this specific product or in other closely managed specialty network, or who has a participation contract with Us. For Covered Services performed by a Network Provider, the Maximum Allowed Amount for Your Certificate is the rate the Provider has agreed with Us to accept as reimbursement for the Covered Services. Because Network Providers have agreed to accept the Maximum Allowed Amount as payment in full for those Covered Services, they should not send You a bill or collect for amounts above the Maximum Allowed Amount. However, You may receive a bill or be asked to pay all or a portion of the Maximum Allowed Amount to the extent You have not met Your Deductible or have a Copayment or Coinsurance. Please call Member Services for help in finding a Network Provider or visit Our website www.anthem.com.

Providers who have not signed any contract with Us and are not in any of Our networks are Non-Network Providers, subject to Blue Cross Blue Shield Association rules governing claims filed by certain ancillary Providers. If You use a Non-Network Provider, Your entire claim will be denied except for Emergency Care, or unless the services were previously authorized by Us.

Except for Surprise Billing Claims, We will calculate the Maximum Allowed Amount for Covered Services You receive in an Emergency or if previously authorized from a Non-Network Provider, using one of the following:

1. An amount based on Our Non-Network Provider fee schedule/rate, which We have established in Our discretion, and which We reserve the right to modify from time to time, after considering one or more of the following: reimbursement amounts accepted by like/similar Providers contracted with Anthem, reimbursement amounts paid by the Centers for Medicare and Medicaid Services for the same services or supplies, and other industry cost, reimbursement and utilization data; or
2. An amount based on reimbursement or cost information from the Centers for Medicare and Medicaid Services ("CMS"). When basing the Maximum Allowed Amount upon the level or method of reimbursement used by CMS, Anthem will update such information, which is unadjusted for geographic locality, no less than annually; or
3. An amount based on information provided by a third party vendor, which may reflect one or more of the following factors: (1) the complexity or severity of treatment; (2) level of skill and experience required for the treatment; or (3) comparable Providers' fees and costs to deliver care; or
4. An amount negotiated by Us or a third party vendor which has been agreed to by the Provider. This may include rates for services coordinated through case management; or
5. An amount based on or derived from the total charges billed by the Non-Network Provider; or
6. An amount based on the Medicaid fee schedule established by the State. When basing the Maximum Allowed Amount upon the level or method of reimbursement established by the State for Medicaid, Anthem will update such information no less than annually.

Providers who are not contracted for this product, but are contracted for other products with Us are also considered Non-Network. For this Certificate the Maximum Allowed Amount for services from these Providers will be one of the methods shown above unless the contract between Anthem and that Provider specifies a different amount or if Your claim involves a Surprise Billing Claim.

For services rendered outside Anthem's Service Area by Non-Network Providers, claims may be priced using the local Blue Cross and/or Blue Shield plan's non-participating Provider fee schedule/rate or the pricing arrangements required by applicable State or federal law. In certain situations, the Maximum Allowed Amount for out of area claims may be based on billed charges, the pricing We would use if the healthcare services had been obtained within the Anthem Service Area, or a special negotiated price.

Unlike Network Providers, Non-Network Providers may send You a bill and collect for the amount of the Provider's charge that exceeds Our Maximum Allowed Amount unless Your claim involves a Surprise Billing Claim. You are responsible for paying the difference between the Maximum Allowed Amount and the amount the Provider charges. This amount can be significant. Choosing a Network Provider will likely result in lower out-of-pocket costs to You. Please call Member Services for help in finding a Network Provider or visit Our

website at www.anthem.com.

Member Services is also available to assist You in determining Your Certificate's Maximum Allowed Amount for a particular service from a Non-Network Provider. In order for Us to assist You, You will need to obtain from Your Provider the specific procedure code(s) and diagnosis code(s) for the services the Provider will render. You will also need to know the Provider's charges to calculate Your out-of-pocket responsibility. Although Member Services can assist You with this pre-service information, the final Maximum Allowed Amount for Your claim will be based on the actual claim submitted by the Provider.

For Prescription Drugs, the Maximum Allowed Amount is the amount determined by Us using Prescription Drug cost information provided by the PBM.

Member Cost Share

For certain Covered Services and depending on Your Plan design, You may be required to pay a part of the Maximum Allowed Amount as Your Cost Share amount (for example, Deductible, Copayment, and/or Coinsurance).

We will not provide any reimbursement for non-Covered Services. You will be responsible for the total amount billed by Your Provider for non-Covered Services, regardless of whether such services are performed by a Network or Non-Network Provider. Non-Covered Services include services specifically excluded from coverage by the terms of Your Certificate and services received after benefits have been exhausted. Benefits may be exhausted by exceeding, for example, Your day/visit limits.

Authorized Services

In some circumstances, We may authorize the Network Cost Share amounts (Deductible, Copayment, and/or Coinsurance) to apply to a claim for a Covered Service You receive from a Non-Network Provider. In such circumstance, You must have Your Primary Care Physician contact Anthem in advance of obtaining the Covered Service. We also will authorize the Network Cost Share amounts to apply to a claim for Covered Services if You receive Emergency Services from a Non-Network Provider and are not able to contact Anthem until after the Covered Service is rendered. If We authorize a Network Cost Share amount to apply to a Covered Service received from a Non-Network Provider, You will not be liable for the difference between the Maximum Allowed Amount and the Non-Network Provider's charge. Please contact Member Services for Authorized Services information or to request authorization.

Inter-Plan Arrangements

Out-of-Area Services

Overview

We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called "Inter-Plan Arrangements." These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever You access healthcare services outside the geographic area We serve (the "Anthem Service Area"), the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below.

When You receive care outside of the Anthem Service Area, You will receive it from one of two kinds of Providers. Most Providers ("participating Providers") contract with the local Blue Cross and/or Blue Shield Plan in that geographic area ("Host Blue"). Some Providers ("non-participating Providers") do not contract with the Host Blue. We explain below how We pay both kinds of Providers. Anthem covers only limited healthcare services received outside of the Anthem Service Area. For example, Emergency Care or Urgent Care services received at an Urgent Care Center obtained outside the Anthem Service Area is always covered. Any other services will not be covered when processed through any Inter-Plan Arrangements, unless authorized by Anthem.

Inter-Plan Arrangements Eligibility - Claim Types

Most claim types are eligible to be processed through Inter-Plan Arrangements, as described above.

Examples of claims that are not included are Prescription Drugs that You obtain from a Pharmacy and most dental or vision benefits.

A. BlueCard® Program

Under the BlueCard® Program, when You receive Covered Services within the geographic area served by a Host Blue, We will still fulfill Our contractual obligations. But, the Host Blue is responsible for: (a) contracting with its Providers; and (b) handling its interactions with those Providers.

When You receive Covered Services outside the Anthem Service Area and the claim is processed through the BlueCard® Program, the amount You pay is calculated based on the lower of:

- The billed charges for Covered Services; or
- The negotiated price that the Host Blue makes available to Us.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to the Provider. Sometimes, it is an estimated price that takes into account special arrangements with that Provider. Sometimes, such an arrangement may be an average price, based on a discount that results in expected average savings for services provided by similar types of Providers. Estimated and average pricing arrangements may also involve types of settlements, incentive payments and/or other credits or charges.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price We used for Your claim because they will not be applied after a claim has already been paid.

B. Special Cases: Value-Based Programs

BlueCard® Program

If You receive Covered Services under a value-based program inside a Host Blue’s Service Area, You will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or care coordinator fees that are a part of such an arrangement, except when a Host Blue passes these fees to Anthem through average pricing or fee schedule adjustments. Additional information is available upon request.

C. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

Federal or State laws or regulations may require a surcharge, tax or other fee. If applicable, We will include any such surcharge, tax or other fee as part of the claim charge passed on to You.

D. Non-participating Providers Outside Our Service Area

1. Allowed Amounts and Member Liability Calculation

When Covered Services are provided outside of Anthem’s Service Area by non-participating Providers, We may determine benefits and make payment based on pricing from either the Host Blue or the pricing arrangements required by applicable State or federal law. In these situations, the amount You pay for such services as Deductible, Copayment or Coinsurance will be based on that allowed amount. Also, You may be responsible for the difference between the amount that the non-participating Provider bills and the payment We will make for the Covered Services as set forth in this paragraph. Federal or State law, as applicable, will govern payments for Non-Network Emergency Services.

2. Exceptions

In certain situations, We may use other pricing methods, such as billed charges, the pricing We would use if the healthcare services had been obtained within the Anthem Service Area, or a special negotiated price to determine the amount We will pay for services provided by non-participating Providers. In these situations, You may be liable for the difference between the amount that the non-participating Provider bills and the payment We make for the Covered Services as set forth in this paragraph.

E. Blue Cross Blue Shield Global® Core Program

If You plan to travel outside the United States, call Member Services to find out Your Blue Cross Blue Shield Global® Core benefits. Benefits for services received outside of the United States may be

different from services received in the United States. The Plan only covers Emergency Care, including ambulance, and Urgent Care services outside of the United States. Remember to take an up to date health ID Card with You.

When You are traveling abroad and need medical care, You can call the Blue Cross Blue Shield Global® Core Service Center any time. They are available 24 hours a day, seven days a week. The toll free number is 1-800-810-2583. Or You can call them collect at 1-804-673-1177.

Keep in mind, if You need Emergency medical care, go to the nearest Hospital. There is no need to call before You receive care. Please refer to the “Requesting Approval for Benefits” section.

How Claims are Paid with Blue Cross Blue Shield Global® Core

In most cases, when You arrange Inpatient Hospital care with Blue Cross Blue Shield Global® Core, claims will be filed for You. The only amounts that You may need to pay up front are any Copayment, Coinsurance or Deductible amounts that may apply.

You will typically need to pay for the following services up front:

- Doctors services;
- Inpatient Hospital care not arranged through Blue Cross Blue Shield Global® Core; and
- Outpatient services.

You will need to file a claim form for any payments made up front.

When You need Blue Cross Blue Shield Global® Core claim forms You can get international claims forms in the following ways:

- Call the Blue Cross Blue Shield Global® Core Service Center at the numbers above; or
- Online at www.bcbsglobalcore.com.

You will find the address for mailing the claim on the form.

Maine Travel Assistance Program

The Maine Travel Assistance Program will cover out-of-state travel to select Providers in Connecticut, Massachusetts, and New Hampshire only when the Member’s product includes out-of-state coverage and Member receives care from a Network Provider for specific services included in the Maine Travel Assistance Program. The travel program includes lodging and other Member-related travel costs for surgeries and procedures which are not typically done in a doctor’s office or ambulatory surgical center. This includes Inpatient services, including pre-testing (imaging, testing) and follow up care and select Outpatient procedures. Please contact Member Services at the number on the back of Your Identification Card.

Notice of Claim and Proof of Loss

After You get Covered Services, We must receive written notice of Your claim in order for benefits to be paid.

- Network Providers will submit claims for You. They are responsible for ensuring that claims have the information We need to determine benefits. If the claim does not include enough information, We will ask them for more details, and they will be required to supply those details within certain timeframes.
- Non-Network claims can be submitted by the Provider if the Provider is willing to file on Your behalf. However, if the Provider is not submitting on Your behalf, You will be required to submit the claim. Claim forms are usually available from the Provider. If they do not have a claim form, You can send a written request to Us, or contact Member Services and ask for a claim form to be sent to You. We will send the form to You within 15 days. If You do not receive the claim form within 15 days, You can still submit written notice of the claim without the claim form. The same information that would be given on the claim form must be included in the written notice of claim, including:
 - Name of patient.
 - Patient’s relationship with the Subscriber.
 - Identification number.

- Date, type, and place of service.
- Your signature and the Provider's signature.

Non-Network claims must be submitted within 90 days.

The claim must have the information We need to determine benefits. If the claim does not include enough information, We will ask You for more details and inform You of the time by which We need to receive that information. Once We receive the required information, We will process the claim according to the terms of Your Plan.

Claims will be paid within 30 days of the date We get the completed claim and proof of loss.

Please note that failure to submit the information We need by the time listed in Our request could result in the denial of Your claim, unless State or federal law requires an extension. Please contact Member Services if You have any questions or concerns about how to submit claims.

Payment of Benefits

Payment of claims will be made as soon as possible following receipt of the claim, unless more time is required because of incomplete or missing information. We will pay all benefits within 30 days for clean claims. "Clean claim" means a claim submitted by You or a Provider that has no defect, impropriety, or particular circumstance requiring special treatment preventing payment.

If We fail to pay or deny a clean claim in 30 days, and We subsequently pay the claim, We will pay interest to the Provider that submitted the claim, as required under Maine law.

Federal/State Taxes/Surcharges/Fees

Federal or State laws or regulations may require a surcharge, tax or other fee. If applicable, We will include any such surcharge, tax or other fee as part of the claim charge passed on to You.

Claim Denials

If benefits are denied, in whole or in part, Anthem will send the Member a written notice within the established time periods described in the section "Payment of Benefits." The Member or the Member's duly authorized representative may Appeal the denial as described in the "If You Have a Complaint or an Appeal" section. The adverse determination notice will include the reason(s) for the denial, reference to the Plan provisions(s) on which the denial is based, whether additional information is needed to process the claim and why the information is needed, the claim Appeal procedures and time limits.

If the denial involves a Utilization Review determination, the notice will also specify:

- Whether an internal rule, guideline, protocol or other criterion was relied upon in making the claim decision and that this information is available to the Member upon request and at no charge;
- That an explanation of the scientific or clinical judgment for a decision based on Medical Necessity, Experimental or Investigational treatment or a similar limitation is available to the Member upon request and at no charge.

Right of Recovery and Adjustment

Whenever payment has been made in error, or in excess of the maximum amount of payment necessary to satisfy the provisions of this Plan, We will have the right to recover such payment from You or, if applicable, the Provider or otherwise make appropriate adjustments to claims. In most instances, such recovery or adjustment activity shall be limited to the Calendar Year in which the error is discovered.

We have oversight responsibility of compliance with Provider and vendor contracts. We may enter into a settlement or compromise regarding enforcement of these contracts and may retain any recoveries made from a Provider or vendor resulting from these audits if the return of the overpayment is not feasible. Additionally, We have established recovery and adjustment policies to determine which recoveries and adjustments are to be pursued, when to incur costs and expenses and settle or compromise recovery or adjustment amounts. We will not pursue recoveries for overpayments or

adjustments for underpayments if the cost of the activity exceeds the overpayment or underpayment amount. We may not give You notice of overpayments made by Us or You if the recovery method makes providing such notice administratively burdensome.

Member's Cooperation

Each Member shall complete and submit to the Plan such authorizations, consents, releases, assignments and other documents as may be requested by the Plan in order to obtain or assure reimbursement under Medicare, Worker's Compensation or any other governmental program. Any Member who fails to cooperate will be responsible for any charge for services.

This authorization remains valid until expressly revoked by notifying Us, Our affiliates, agents or designees in writing of such revocation at any time (except to the extent any action has been taken based on this authorization and/or except as release of such information may be required or authorized by law). Refusal to consent to the release of such information to Us, Our affiliates, agents or designees will permit Us to deny claims for benefits.

Assignment

We may pay either Your doctor or You for any care which You have received. Payment will be for the amount due under this Certificate. Benefits are assignable.

Explanation of Benefits

After You receive medical care, You will generally receive an Explanation of Benefits (EOB). The EOB is a summary of the coverage You receive. The EOB is not a bill, but a statement from Us to help You understand the coverage You are receiving. The EOB shows:

- Total amounts charged for services/supplies received;
- The amount of the charges satisfied by Your coverage;
- The amount for which You are responsible (if any);
- General information about Your Appeals rights and for information regarding the right to bring an action after the Appeals process.

Payment Owed to You at Death

Upon the death of a Member, claims will be payable in Our discretion to either the Member's estate or a beneficiary designated to Us. If the Provider is a Network Provider, claims payments will be made to the Provider.

Claims Procedure

Releasing Necessary Information Providers often have information We need to determine Your coverage. As a condition for receiving benefits under this Certificate, You or Your representative must give Us all of the medical information needed to determine Your eligibility for coverage or to process Your claim.

Non-Transfer of Benefits Your benefits under this Certificate are personal to You. You cannot assign or transfer them to any other person.

Non-Compliance If We do not enforce compliance with any provision of this Certificate, We have not waived compliance and are not required to allow non-compliance with that provision or any other provision at any time, in any case.

Examination of Insured To ensure that all claims are valid, We may require the Member to have a physical or mental examination at Our expense. In the case of death, this includes an autopsy where it is not prohibited by law.

Explanation and Notice to Parent

If the insured is covered as a Dependent child, and if the insurer is so requested by a parent of the

insured, the insurer shall provide that parent with:

- Payment or denial of claim. An explanation of the payment or denial of any claim filed on behalf of the insured, except to the extent that the insured has the right to withhold consent and does not affirmatively consent to notifying the parent;
- Change in terms and conditions. An explanation of any proposed change in the terms and conditions of the policy; or
- Notice of lapse. Reasonable notice that the policy may lapse, but only if the parent has provided the insurer with the address at which the parent may be notified.

In addition, any parent who is able to provide the information necessary for the insurer to process a claim must be permitted to authorize the filing of any claims under the policy.

Claims Review for Fraud, Waste and Abuse

Anthem has processes to review claims before and after payment to detect fraud, waste, abuse and other inappropriate activity. Members seeking Emergency Services, Urgent Care services received in an Urgent Care Center or other services authorized by Us in accordance with this Certificate from non-participating or Non-Network Providers could be balance billed by the non-participating or Non-Network Provider for those services that are determined to be not payable as a result of these review processes. A claim may also be determined to be not payable due to a Provider's failure to submit medical records with the claims that are under review in these processes.

We also may identify certain Pharmacies to review for potential fraud, waste, abuse or other inappropriate activity when claims data suggests there may be inappropriate billing practices. If a Pharmacy is selected, then We may use one or more clinical utilization management strategies in the adjudication of claims submitted by this Pharmacy, even if those strategies are not used for all Pharmacies delivering services to this Plan's Members.

Payment Innovation Programs

We pay Network Providers through various types of contractual arrangements. Some of these arrangements - Payment Innovation Programs (Program(s)) - may include financial incentives to help improve quality of care and promote the delivery of healthcare services in a cost-efficient manner.

These Programs may vary in methodology and subject area of focus and may be modified by Us from time to time, but they will be generally designed to tie a certain portion of a Network Provider's total compensation to pre-defined quality, cost, efficiency or service standards or metrics. In some instances, Network Providers may be required to make payment to Us under the Program as a consequence of failing to meet these pre-defined standards.

The Programs are not intended to affect Your access to healthcare. The Program payments are not made as payment for specific Covered Healthcare Services provided to You, but instead, are based on the Network Provider's achievement of these pre-defined standards. You are not responsible for any Copayment or Coinsurance amounts related to payments made by Us or to Us under the Program(s), and You do not share in any payments made by Network Providers to Us under the Program(s).

IF YOU ARE COVERED BY MORE THAN ONE POLICY

The Coordination of Benefits (COB) provision applies when a person has healthcare coverage under more than one Plan. Plan is defined below.

Please note that several terms specific to this provision are listed below. For this provision, the terms below will have the meanings, as describe in this section. Some of these terms may have different meanings, in other parts of the Certificate. In the rest of the Certificate, the meaning of a term can be determined based on the "Definitions" section, provided at the end of this Certificate.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans does not exceed 100% of the total Allowable Expense.

Coordination of Benefits Definitions

A Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

1. Plan includes: group and non-group insurance contracts health maintenance organization (HMO) contracts, Closed Panel Plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
2. Plan does not include: Hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by State law; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

This Plan means, the part of the contract providing the healthcare benefits to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the contract providing healthcare benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

The order of benefit determination rules determine whether This Plan is a Primary Plan or Secondary Plan when You have healthcare coverage under more than one Plan.

When This Plan is Primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When This Plan is Secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable Expense.

Allowable Expense is a healthcare expense, including Deductibles, Coinsurance and Copayments that is covered at least in part by any Plan covering You. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable Expense. In addition, any expense that a Provider by law or in accordance with a contractual agreement is prohibited from charging You is not an Allowable Expense.

The Allowable Expense under COB is generally the higher of the Primary and Secondary Plans' allowable amounts. A Network Provider can bill You for any remaining Coinsurance, Deductible and/or Copayment under the higher of the Plans' allowable amounts. This higher allowable amount may be more than Our Maximum Allowed Amount.

The following are not Allowable Expenses:

1. The difference between the cost of a semi-private Hospital room and a private Hospital room is not an Allowable Expense, unless one of the Plans provides coverage for private Hospital room expenses.
2. If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
3. If You are covered by two or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
4. If You are covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the Provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the Provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.
5. The amount of any benefit reduction by the Primary Plan because a Member has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of Plan provisions include second surgical opinions, Precertification of admissions, and preferred Provider arrangements.
6. The amount that is subject to the Primary high-deductible health Plan's Deductible, if We have been advised by You that all Plans covering You are high-Deductible health plans and You intend to contribute to a health savings account established in accordance with Section 223 of the Internal Revenue Code of 1986.
7. Any amounts incurred or claims made under the Prescription Drug program of This Plan.

Closed panel plan is a Plan that provides healthcare benefits primarily in the form of services through a panel of Providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other Providers, except in cases of Emergency or Referral by a panel member.

Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the Calendar Year excluding any temporary visitation.

Order of Benefit Determination Rules

When You are covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other Plan.

Except as provided in the paragraph below, a Plan that does not contain a coordination of benefits provision that is consistent with this COB provision is always primary unless the provisions of both Plans state that the complying Plan is primary.

Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are placed over base Plan Hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide Non-Network benefits.

A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

Each Plan determines its order of benefits using the first of the following rules that apply:

Rule (1) Non-Dependent or Dependent . The Plan that covers You other than as a Dependent, for example as an employee, Member, policyholder, Subscriber or retiree is the primary Plan and the Plan that covers You as a Dependent is the secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a Dependent; and primary to the Plan covering the person as other than a Dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, Member, policyholder, Subscriber or retiree is the secondary Plan and the other Plan is the primary Plan.

Rule (2) Dependent Child Covered Under More Than One Plan . Unless there is a court decree stating otherwise, when a Dependent child is covered by more than one Plan the order of benefits is determined as follows:

- (A.) For a Dependent child whose parents are married or are living together, whether or not they have ever been married:
- The Plan of the parent whose birthday falls earlier in the Calendar Year is the primary Plan; or
 - If both parents have the same birthday, the Plan that has covered the parent the longest is the primary Plan.
- (B.) For a Dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
- If a court decree states that one of the parents is responsible for the Dependent child's healthcare expenses or healthcare coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to Plan Years commencing after the Plan is given notice of the court decree;
 - If a court decree states that both parents are responsible for the Dependent child's healthcare expenses or healthcare coverage, Rule (2)(A) above shall determine the order of benefits;
 - If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the healthcare expenses or healthcare coverage of the Dependent child, Rule (2)(A) above shall determine the order of benefits; or
 - If there is no court decree assigning responsibility for the Dependent child's healthcare expenses or healthcare coverage, the order of benefits for the child are as follows:
 - The Plan covering the custodial parent;
 - The Plan covering the spouse of the custodial parent;
 - The Plan covering the non-custodial parent; and then
 - The Plan covering the spouse of the non-custodial parent.
- (C.) For a Dependent child covered under more than one Plan of individuals who are not the parents of the child, Rule (2)(A) or Rule (2)(B) above shall determine the order of benefits as if those individuals were the parents of the child.

Rule (3) Active Employee or Retired or Laid-off Employee . The Plan that covers You as an active employee, that is, an employee who is neither laid off nor retired, is the primary Plan. The Plan covering You as a retired or laid-off employee is the secondary Plan. The same would hold true if You are a Dependent of an active employee and You are a Dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if Rule (1) above can determine the order of benefits.

Rule (4) COBRA or State Continuation Coverage . If You are covered under COBRA or under a right of continuation provided by State or other federal law, the Plan covering You as an employee, Member, Subscriber or retiree or covering the person as a Dependent of an employee, Member, Subscriber or retiree is the primary Plan and the COBRA or State or other federal continuation coverage is the secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if Rule (1) above can determine the order of benefits.

Rule (5) Longer or Shorter Length of Coverage . The Plan that covered You as an employee, Member, policyholder, Subscriber or retiree longer is the primary Plan and the Plan that covered You the shorter

period of time is the secondary Plan.

Rule (6) If the preceding rules do not determine the order of benefits, the Allowable Expenses will be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the primary Plan.

Effect on the Benefit of This Plan

When This Plan is Secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a Plan Year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the secondary Plan will calculate the benefits it would have paid in the absence of other healthcare coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the primary Plan. The secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim.

Because the Allowable Expense is generally the higher of the primary and secondary Plans' allowable amounts, a Network Provider can bill You for any remaining Coinsurance, Deductible and/or Copayment under the higher allowable amount. In addition, the secondary Plan shall credit to its Plan Deductible any amounts it would have credited to its Deductible in the absence of other healthcare coverage.

If You are enrolled in two or more closed panel plans and if, for any reason, including the provision of service by a non-panel Provider, benefits are not payable by one closed panel plan; COB shall not apply between that Plan and other closed panel plans.

Right to Receive and Release Needed Information

Certain facts about healthcare coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. We may get the facts We need from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Us any facts We need to apply those rules and determine benefits payable.

Facility of Payment

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, We may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by Us is more than We should have paid under this COB provision, We may recover the excess from one or more of the persons We have paid or for whom We have paid; or any other person or organization that may be responsible for the benefits or services provided for the Member. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

Coordination with Medicare

Unless federal law requires the Plan to be the primary payer, the benefits under This Plan for Members age 65 and older, or Members otherwise eligible for Medicare, do not duplicate any benefit Members are entitled to under Medicare. Where Medicare is the responsible payer, all amounts for services that have been paid for by Us that should have been paid for by Medicare shall be reimbursed to Us by or on behalf of the Members.

IF YOU HAVE A COMPLAINT OR AN APPEAL

Complaints

Our Member Services Representatives are ready to help Members resolve complaints about claims processing, benefit choices, enrollment, or healthcare given to You by Your Provider. A Member Services Representative may need to send Your complaint to another area for response. The staff that gets the Member complaint will review and quickly give a finding to the Member on the complaint. Anthem will make a good faith effort to get all information quickly. Your Provider may ask by phone, fax or in writing for Us to reconsider an adverse determination within one working day after We get the request. The review will be done by the person who made the adverse determination or by a peer if the first person cannot be on hand within one working day.

For first Utilization Review findings, Anthem will make the decision and will let the Covered Person and their Provider know the result within two working days after getting all needed information on a proposed Hospital stay, treatment or service that calls for a review decision.

If Your complaint is not resolved to Your satisfaction, You may seek help through the Appeal process outlined below. Enrollees may begin a first level Appeal at any time.

Complaints Requiring Immediate Intervention

If You are not happy with a finding on a service, We will work with the healthcare Provider to quickly answer the concern. This will happen before the need for services, when possible, or within 48 hours after receiving all necessary information.

Concurrent review decisions. Anthem will make the decision within one working day after getting all needed information.

In the case of a decision to approve a longer stay or more services, Anthem notifies the Member and the Provider rendering the service within one working day. The written notice will include the number of added days or next review date, the new total number of days or services approved, and the date of admission or initiation of services.

In the case of an adverse determination, Anthem notifies the Member and the Provider rendering the service within one working day. The service will continue without liability to the Member until the Member has been told of the finding.

Expedited Appeals

Anthem has a written process for the expedited review of an adverse determination involving a situation where the time frame of the standard review procedures would seriously threaten the life or health of a Member or would risk the Member's ability to get back maximum function. An expedited Appeal will be available to, and may be requested by, the Member or the Provider acting for the Member.

Expedited Appeals will be reviewed by a clinical peer or peers. The clinical peers will not have been part of the first adverse determination.

Anthem will provide expedited review to all requests for a Hospital stay, availability of care, continued stay or healthcare service for a Member who has received Emergency Services but has not been discharged from a Facility.

In an expedited review, all needed information, including Anthem finding, will be shared between Anthem and the Member or the Provider acting for the covered person by telephone, facsimile, electronic means or the quickest method available.

In an expedited review, Anthem will make a decision and notify the Member and the Provider acting for the Member by phone as quickly as the Member's medical condition requires, but not more than 72 hours after the review is begun. If the expedited review is a concurrent review decision of Emergency Services or of an initially authorized Hospital stay or course of treatment, the service will be continued without liability to the Member until the Member has been notified of the finding.

If the first notice was not in writing, Anthem will confirm its finding about the expedited review in writing

within two working days of providing notice of that finding.

Appeals

Level One Appeal Process

You or Your authorized representative, if not satisfied with the first decision or the finding on a complaint, may Appeal the decision to the Anthem Appeals Department. An Appeal may be done orally or in writing. A written Appeal must state plainly the reason(s) why the Member disagrees with Our claim decision, Our refusal to authorize or cover a requested service or supply, or how We calculated the benefit. The Appeal should include any pertinent documents and medical records not originally submitted with the claim or request for the service or supply and any other information that the Member feels may have a bearing on the decision. Also, please include the following details with Your Appeal if You have them:

- The Member's name, address and phone number;
- The identification number as shown on Your Identification Card (including the three letter prefix);
- The name of the Provider who will or has provided care;
- The date(s) of service;
- The claim or reference number for the specific decision with which You do not agree; and
- Any bills that You have received from the Provider.

An Appeal of a finding must be sent within 180 calendar days of the date the finding was made, unless there are special circumstances. We have the right to review the reason for the delay and find out whether they warrant acceptance of the Level One Appeal past the 180 day time frame.

On Appeal, the file will be reviewed. Appeals will be reviewed by an appropriate peer or peers who have not been involved with a prior finding. In an Appeal of an adverse healthcare treatment decision, You have the right to review the claim file. More information may be submitted by or for the Member, any treating doctor, or Anthem as part of the internal Appeals process. A finding will be made within 30 days after We receive the request for an Appeal.

The decision will include:

- The names, titles and information that qualifies the person or persons evaluating the Appeal;
- A statement of the reviewers' understanding of the reason for the Covered Person's request for an Appeal;
- The reviewers' finding in clear terms and the reason in enough detail for the Covered Person to respond to the health carrier's finding;
- A reference to the evidence or information used as the basis for the finding, including the clinical review materials used to make the decision. The finding shall include instructions for requesting copies of any referenced evidence, documents or clinical review information not already provided to the Member. Where a Member had already sent in a written request for the review criteria used by Anthem in giving its first adverse determination, the finding shall include copies of any additional clinical review criteria used in arriving at the decision.
- The notice must advise of any additional Appeal rights, and the process and time limit for exercising those rights. Notice of external review rights must be provided to the Enrollee and a description of the process for sending in a written request for second level grievance review.

When the finding is made, if the Member, or Member representative, does not agree with the finding, they may submit a voluntary second level Appeal to Anthem, request an external review, file a complaint with the Bureau of Insurance and/or bring legal action against Anthem. The Superintendent of Insurance may be contacted toll-free at 1-800-300-5000.

If You choose to request a voluntary second level Appeal, You may meet with the review panel in person, or at Anthem's expense by conference call, video conferencing or other appropriate technology to present Your concerns with Our adverse determination.

Voluntary Level Two Appeal

You may request a voluntary level two Appeal or go straight to an external Appeal. On a Level Two Appeal, the entire record will be reviewed.

Appeals of a clinical nature will be reviewed by an appropriate peer or peers who have not been involved with the prior finding. Additional information may be sent in by or for the Member, any treating doctor, or Anthem. You or Your representative may meet with the review panel. If You do not request to meet in person, the decision for second level grievance reviews will be made within 30 calendar days. If You do request to appear in person, the review will be done within 45 days after We receive the Member's Level Two Appeal. A written decision will be sent to the Member within five working days of the review. Once a final decision has been made by the Second Level Appeal panel, the Member may then ask for an external review, file a complaint with the Bureau of Insurance and/or bring legal action against Anthem.

In any Appeal under this procedure in which a professional medical opinion about a health condition is an issue, You may have the right to an independent second opinion, of a Provider of the same specialty, paid for by the Plan.

Upon the request of a Member, Anthem shall provide to the Member all information that was used for that finding that is not confidential or privileged.

A Member has the right to:

- Attend the second level review;
- State his or her case to the review panel;
- Submit added material both before and at the review meeting;
- Ask questions of any employee in the meeting; and
- Be assisted or represented by a person of his or her choice.

Please refer to the section "Prescription Drug List" for the process for submitting an exception request for drugs not on the Prescription Drug List.

Blue View Vision Coverage Appeals

Please submit Appeals regarding Your vision coverage to the following address:

Blue View Vision
P. O. Box 1122
Minneapolis, MN 55440-1122

External Review Process

Your representative is a person who has Your written consent to represent You in an external review; a person authorized by law to give consent to request an external review for You; or a family member or Your treating doctor when You are unable to provide consent to request an external review.

If You, or Your representative, do not agree with the outcome of the Level One or Voluntary Level Two Appeal on an Adverse Health Care Treatment Decision by Anthem, You may make a written request for external review to the Bureau of Insurance. A health care treatment decision involves issues of Medical Necessity, preexisting condition findings and findings regarding Experimental or Investigational services. An Adverse Health Care Treatment Decision is a decision made by Us or on Our behalf denying payment. The request must be made within 12 months of the date the Member has received the final Adverse Health Care Treatment Decision of the Level One or Voluntary Level Two Appeal panel.

You or Your representative may not request an external review until You have completed Level One of the internal Appeals process unless:

- Anthem did not make a decision on an Appeal within the time period required or has failed to follow all the requirements of the Appeal process as State and federal law require, or the Member has asked for an expedited external review at the same time as applying for an expedited internal Appeal;

- Anthem and You both agree to bypass the internal Appeals process;
- The life or health of the Member is at risk;
- The Member has died; or
- The Adverse Health Care Treatment Decision to be reviewed concerns an admission, availability of care, a continued stay or health care services when the claimant has received Emergency Services but has not been discharged from the Facility that provided the Emergency Services.

The Bureau of Insurance will oversee the external review process. Except as stated below, a written finding must be made by the independent review organization within 30 days after receipt of a completed request for external review from the Bureau of Insurance.

Expedited External Review. An external review finding must be made as quickly as a Member's medical condition requires but no more than 72 hours after the completed request for external review is received if the 30-day time frame above would risk the life or health of the Member or would put the Member's ability to get back maximum function at risk.

An external review finding is binding on Anthem. You, or Your representative, may not file a request for a second external review involving the same Adverse Health Care Treatment Decision for which You have already received an external review decision.

Legal Action Against Anthem

No legal action may be brought against Anthem until the Member or the Member's authorized representative has exhausted the complaint and Appeals process outlined above. Any action must be initiated within three Years from the earlier of:

- The date of issuance of the written external review decision; or
- The date of issuance of the underlying adverse Level One Appeal decision or the Level One grievance determination notice.

WHEN MEMBERSHIP CHANGES (ELIGIBILITY)

The benefits, terms and conditions of this Certificate are applicable to individuals who are determined by the Exchange to be Qualified Individuals for purposes of enrollment in a Qualified Health Plan (QHP).

Subscriber Eligibility

To be eligible for membership as a Subscriber under this Certificate the applicant must:

1. Be determined by the Exchange to be a Qualified Individual for enrollment in a QHP;
2. Be qualified by the Exchange as eligible, if applying to purchase a Catastrophic Plan;
3. Be a United States citizen or national; or
4. Be a lawfully present non-citizen for the entire period for which coverage is sought; and
5. Be a resident of the State of Maine and meet the following applicable residency requirements:

For a Qualified Individual age 21 and over, the applicant must:

- Not be living in an institution;
- Be capable of indicating intent;
- Not be receiving optional State supplementary payments (SSP); and
- Reside in the service area applicable to this Certificate.

For a Qualified Individual under age 21, the applicant must:

- Not be living in an institution;
- Not be eligible for Medicaid based on receipt of federal payments for foster care and adoption assistance under Social Security;
- Not be emancipated;
- Not be receiving optional State supplementary payments (SSP); and
- Reside in the service area applicable to this Certificate.

6. Agree to pay for the cost of the Subscription Charge that Anthem requires;
7. Reveal any coordination of benefits arrangements or other health benefit arrangements for the applicant or Dependents as they become effective;
8. Not be incarcerated (except pending disposition of charges);
9. Not be entitled to Medicare Part A or enrolled in Medicare Part A without payment of the Subscription Charge;
10. Not be covered by any other group or individual health benefit Plan.

For purposes of eligibility, a Qualified Individual's service area is the area in which the Qualified Individual:

1. resides, intends to reside (including without a fixed address); or
2. is seeking employment (whether or not currently employed); or
3. has entered with a job commitment.

For Qualified Individuals under age 21, the service area is that of the parent or caretaker with whom the Qualified Individual resides.

For tax households with Members in multiple Exchange service areas:

1. If all of the members of a tax household are not living within the same Exchange service area, any member of the tax household may enroll in a Qualified Health Plan through any of the Exchanges for which one of the Tax Filers meets the residency requirements.
2. If both spouses in a tax household enroll in a Qualified Health Plan through the same Exchange, a Tax Dependent may only enroll in a Qualified Health Plan through that Exchange, or through the Exchange that services the area in which the Dependent meets residency requirements.

Dependent Eligibility

To be eligible for coverage to enroll as a Dependent, you must be listed on the enrollment form completed

by the Subscriber, be determined by the Exchange to be a Qualified Individual, meet all Dependent eligibility criteria established by the Exchange and be:

1. The Subscriber's legal spouse.
2. The Subscriber's domestic partner - A domestic partner means one of two unmarried adults who are domiciled together under long-term arrangements that evidence a commitment to remain responsible indefinitely for each other's welfare.
 - a. For purposes of this Certificate, a domestic partner shall be treated the same as a spouse, and a domestic partner's child, adopted child, or child for whom a domestic partner has legal guardianship shall be treated the same as any other child.
 - b. A domestic partner's or a domestic partner's child's coverage ends at the end of the month of the date of dissolution of the domestic partnership.
 - c. To apply for coverage as domestic partners, both the Subscriber and the eligible domestic partner are required to complete and sign an enrollment application, meet all criteria stated on the enrollment application and submit the enrollment application to the Exchange.
3. The Subscriber's or the Subscriber's spouse's children, including stepchildren, newborn and legally adopted children who are under age 26.
4. Children for whom the Subscriber or the Subscriber's spouse is a legal guardian and who are under age 26.

Eligibility will be continued past the age limit only for those Dependents who cannot work to support themselves by reason of physical, mental, intellectual or developmental impairment. These Dependents must be allowed as a federal tax exemption by the Subscriber or Subscriber's spouse. The Exchange must certify the Dependent's eligibility. The Exchange must be informed of the Dependent's eligibility for continuation of coverage within 31 days after the date the Dependent would normally become ineligible. You must notify the Exchange if the Dependent's tax exemption status changes and if he or she is no longer eligible for continued coverage.

The Exchange may require the Subscriber to submit proof of continued eligibility for any Dependent. You must then give proof as often as We require. This will not be more often than once a Year after the two-year period following the Dependent reaching the limiting age. You must give the proof at no cost to Us. We may require You to give proof of continued eligibility for any enrolled Dependent. Your failure to provide this information could result in termination of a Dependent's coverage.

Temporary custody is not sufficient to establish eligibility under this Certificate. Any foster child who is eligible for benefits provided by any governmental program or law will not be eligible for coverage under this Certificate unless required by the laws of this State.

Open Enrollment

As established by the rules of the Exchange, Qualified Individuals are only permitted to enroll in a Qualified Health Plan (QHP), during the annual open enrollment period or as an enrollee to add a Qualified Individual to the current QHP during a special enrollment period for which the Qualified Individual has experienced a qualifying event.

An annual open enrollment period is provided for Qualified Individuals and enrollees. Qualified Individuals may enroll in a QHP, and enrollees may change QHPs at that time according to rules established by the Exchange.

American Indians are authorized to move from one QHP to another QHP once per month.

Changes Affecting Eligibility and Special Enrollment

A special enrollment period is a period during which a Qualified Individual or enrollee who experiences certain qualifying events or changes in eligibility may enroll in or change a QHP through the Exchange, outside of the annual open enrollment period.

Length of special enrollment periods: Unless specifically stated otherwise, a Qualified Individual or enrollee has 60 calendar days from the date of a triggering event to select a QHP.

The Exchange must allow Qualified Individuals to enroll in or change a QHP as a result of the following triggering events:

- A Qualified Individual or Dependent loses Minimum Essential Coverage;
- A Qualified Individual gains a Dependent or becomes a Dependent through marriage, birth, adoption or placement for adoption;
- An individual, not previously a citizen, national, or lawfully present gains such status;
- A Qualified Individual's enrollment or non-enrollment in a QHP is unintentional, inadvertent, or erroneous and is the result of an error of the Exchange or the Department of Health and Human Services (HHS), or its instrumentalities as determined by the Exchange. In such cases, the Exchange may take such action as may be necessary to correct or eliminate the effects of such error;
- An enrollee demonstrates to the Exchange that the QHP in which he or she is enrolled substantially violated a material provision of its contract in relation to the enrollee;
- An individual is determined newly eligible or newly ineligible for Advance Payments of the Premium Tax Credit or has a change in eligibility for Cost Sharing reductions, regardless of whether such individual is already enrolled in a QHP;
- The Exchange must permit individuals whose existing coverage through an eligible employer sponsored plan will no longer be affordable or provide minimum value for his or her employer's upcoming Plan Year to access this special enrollment period prior to the end of his or her coverage through such eligible employer-sponsored plan;
- A Qualified Individual or enrollee gains access to new QHPs as a result of a permanent move, provided he or she had Minimum Essential Coverage in effect for one or more days of the 60 days prior to the move;
- A Qualified Individual or enrollee demonstrates to the Exchange, in accordance with HHS guidelines, that the individual meets other exceptional circumstances as the Exchange may provide; and
- A Qualified Individual newly gains access to an Individual Coverage Health Reimbursement Arrangement (ICHRA) or is newly provided a Qualified Small Employer Health Reimbursement Arrangement (QSEHRA).

If You cannot find Your situation, contact Your agent/broker or call Us. We can only enroll based on events defined by State and/or federal law.

NOTE: Special enrollment for marriage - only applies if at least one spouse was enrolled in Minimum Essential Coverage at least one day in the 60 days before marriage; or lived abroad for one or more days in the 60 days before marriage; or is an American Indian or Alaskan Native.

Newborn and Adopted Child Coverage

Newborn children of the Subscriber or the Subscriber's spouse will be covered for an initial period of 31 days from the date of birth. To continue coverage beyond the first 31 days, please contact the Exchange within 60 days of the date of birth to add the child to the Subscriber's Certificate and You must pay Anthem timely for any additional Subscription Charge due.

A child will be considered adopted from the earlier of: (1) placement for adoption; or (2) the date the court enters a decree granting the adoption. The child will continue to be considered adopted unless the child is removed from Your home prior to issuance of a legal decree of adoption. Please contact the Exchange within 60 days of the placement for adoption or date of adoption to add the child to the Subscriber's Certificate and You must pay Anthem timely for any additional Subscription Charge due.

The newborn of a Member who is a Dependent child is eligible for benefits for Covered Services only from the moment of birth up to and including 31 days immediately following birth, but is not eligible for enrollment beyond this 31 day period under the Certificate until and unless the Subscriber/spouse or domestic partner is appointed by a court as legal guardian and can offer proof of such legal guardianship.

Adding a Child due to Award of Court-Appointed Guardianship

If a Subscriber or the Subscriber's spouse files an application for appointment of guardianship of a child, an application to cover the child under the Subscriber's Certificate must be submitted to the Exchange within 60 days of the date the appointment of guardianship is granted. Coverage will be effective on the date the appointment of guardianship is awarded by the court.

Court Ordered Health Coverage

If You are required by a court order, as defined by applicable State or federal law, to enroll Your child under this Certificate, and the child is otherwise eligible for the coverage, You must request permission from the Exchange for Your child to enroll under this Certificate and once approved by the Exchange, We will provide the benefits of this Certificate in accordance with the applicable requirements of such order.

A child's coverage under this provision will not extend beyond any Dependent age limit. Any claims payable under this Certificate will be paid, at Our discretion, to the child or the child's custodial parent or legal guardian, for any expenses paid by the child, custodial parent, or legal guardian. We will make information available to the child, custodial parent, or legal guardian on how to obtain benefits and submit claims to Us directly.

Effective Date of Coverage

The earliest Effective Date for the annual open enrollment period is the first day of the following Benefit Year for a Qualified Individual who has made a QHP selection during the annual open enrollment period. The applicant's Effective Date is determined by the Exchange based on the receipt of the completed enrollment form. Benefits will not be provided until the applicable Subscription Charge is paid to Anthem.

Effective Dates for special enrollment periods:

1. In the case of birth, adoption or placement for adoption, coverage is effective on the date of birth, adoption, or placement for adoption unless the Subscriber timely requests a different Effective Date. Advance Payments of the Premium Tax Credit and Cost Sharing reductions, if applicable, are not effective until the first day of the following month, unless the birth, adoption, or placement for adoption occurs on the first day of the month;
2. In the case of marriage, coverage is effective on the first day of the month after receipt of the application, as long as the application is received within 60 days of the event;
3. In the case where a Qualified Individual loses Minimum Essential Coverage, coverage is effective based on when a complete application is received, which must be within 60 days of the qualifying event; and
4. In the case of new access to an ICHRA or new provision of a QSEHRA, if the Plan selection is made before the day of the triggering event, coverage is effective on the first day of the month following the date of the triggering event or, if the triggering event is on the first day of a month, on the date of the triggering event. If the Plan selection is made on or after the day of the triggering event, coverage is effective on the first day of the month following the Plan selection.

Effective Dates for special enrollment due to loss of Minimum Essential Coverage includes loss of eligibility for coverage as a result of:

1. Legal separation or divorce;
2. Cessation of Dependent status, such as attaining the maximum age;
3. Death of an employee;
4. Termination of employment;
5. Reduction in the number of hours of employment;
6. Individual who no longer resides, lives or works in the Plan's service area;
7. A situation in which a Plan no longer offers any benefits to the class of similarly situated individuals that includes the individual;

8. Termination of employer contributions; or
9. Exhaustion of COBRA benefits.

Effective Dates for special enrollment due to loss of Minimum Essential Coverage do not include termination or loss due to:

1. Failure to pay premiums on a timely basis, including COBRA premiums prior to expiration of COBRA coverage, or
2. Situations allowing for a rescission such as fraud or intentional misrepresentation of material fact.

Notice of Changes

The Subscriber is responsible to notify the Exchange of any changes that will affect his or her eligibility or that of Dependents for services or benefits under this Certificate. The Exchange must be notified of any changes as soon as possible but no later than within 60 days of the event. This includes changes in address, marriage, divorce, death, changes in income, change of Dependent's impairment or dependency status. Failure to notify the Exchange of persons no longer eligible for services will not obligate Us to pay for such services. Acceptance of Subscription Charge for persons no longer eligible for services will not obligate Us to pay for such services.

Family coverage should be changed to single coverage when only the Subscriber is eligible. When notice is provided within 60 days of the event, the Effective Date of coverage is the event date causing the change to single coverage. The Exchange must be notified when a Member becomes eligible for or enrolled in Medicare.

All notifications must be in writing and on approved forms or as otherwise required by the Exchange. Such notifications must include all information required to effect the necessary changes.

Statements and Forms

Subscribers or applicants for membership shall complete and submit to the Exchange applications or other forms or statements the Exchange may request. Subscribers or applicants for membership represent to the best of their knowledge and belief that all information contained in such applications, questionnaires, forms, or statements submitted to the Exchange is true, correct, and complete and understand that all rights to benefits under this Certificate are subject to the condition that all such information is accurate. Any act, practice, or omission that constitutes fraud or an intentional misrepresentation of material fact by the Member may result in termination or rescission of coverage.

WHEN MEMBERSHIP ENDS (TERMINATION)

This section describes how coverage for a Member can be terminated, cancelled, rescinded, suspended or not renewed.

Termination of the Member

Unless prohibited by law, the Member's coverage will terminate if any of the following occurs:

1. The Member terminates his or her coverage with appropriate notice to the Exchange;
2. The Member no longer meets eligibility requirements for coverage in a QHP through the Exchange (examples: divorce, dissolution of domestic partnership, overage Dependent, moves outside the service area, etc.). In this case, the Exchange will send a notice to the Member. Coverage ends on the last day of the month following the month in which the Exchange notifies the Member (unless the Member requests an earlier termination date);
3. The Member fails to pay his or her Subscription Charge, and the grace period has been exhausted;
4. Rescission of the Member's coverage;
5. The QHP terminates or is decertified;
6. The Member changes to another QHP;
7. The Member was enrolled in a QHP without his or her knowledge or consent by a third party, including by a third party with no connection with the Exchange; or
8. The QHP Issuer may terminate coverage as permitted by the Exchange. The Member will be notified by the QHP Issuer as required by law.

"Grace period" refers to either:

1. The three month grace period required for individuals receiving Advance Payments of the Premium Tax Credit; in this case, the last day of coverage will be the last day of the first month of the three month grace period; or
2. The grace period required under Maine Law.

Effective Dates of Termination

Termination of coverage is effective on the following date(s):

1. In the case of termination initiated by the Member, the last day of coverage is:
 - a) The termination date specified by the Member, if reasonable notice is provided;
 - b) Fourteen days after the termination is requested, if the Member does not provide reasonable notice; or
 - c) On a date determined by the Member's QHP Issuer, if the Member's QHP Issuer is able to implement termination in fewer than 14 days and the Member requests an earlier termination Effective Date.
2. If the Member is newly eligible for Medicaid, Children's Health Insurance Program (CHIP), or the Basic Health Plan, the last day of coverage is the day before such coverage begins.
3. In the case where a Member is no longer eligible for coverage in a QHP through the Exchange (examples: divorce, dissolution of domestic partnership, overage Dependent, move outside the service area, etc.), the last day of coverage is the last day of the month following the month in which notice is sent by the Exchange, unless the Member requests an earlier termination Effective Date.
4. In the case of a termination for non-payment of Subscription Charge and the three month grace period required for Members receiving Advance Payments of the Premium Tax Credit has been exhausted, the last day of coverage will be the last day of the first month of the three month

grace period.

5. In the case of a termination for non-payment of Subscription Charge, and the Member is not receiving Advance Payments of the Premium Tax Credit, the last day of coverage is the last day of the grace period.
6. In the case of a termination when a Member changes QHPs, the last day of coverage in a Member's prior QHP is the day before the Effective Date of coverage in his or her new QHP.
7. The day following the Member's death. When a Subscriber dies, the surviving spouse or domestic partner of the deceased Subscriber, if covered under the Certificate, shall become the Subscriber.

"Reasonable notice" is defined as 14 days prior to the requested Effective Date of termination.

Guaranteed Renewable

Coverage under this Certificate is guaranteed renewable, except as permitted to be terminated, cancelled, rescinded, or not renewed under applicable State and federal law, provided the Member is a Qualified Individual as determined by the Exchange. The Member may renew this Certificate by payment of the renewal Subscription Charge by the end of the grace period of the Subscription Charge due date, provided the following requirements are satisfied:

1. Eligibility criteria as a Qualified Individual continues to be met.
2. There are no fraudulent or intentional misrepresentations of material fact on the application or under the terms of this Certificate.
3. This Certificate has not been terminated by the Exchange.

Loss of Eligibility

Coverage ends for a Member when he or she no longer meets the eligibility requirements for coverage. You must timely furnish to the Exchange or the QHP Issuer any information requested regarding Your eligibility and the eligibility of Your Dependents. Failure to give timely notification of a loss of eligibility will not obligate Us to provide benefits for ineligible persons, even if We have accepted the Subscription Charge or paid benefits.

Rescission

If within two Years after the Effective Date of this Certificate, We discover any act, practice or omission that constitutes fraud or an intentional misrepresentation of material fact that You or Your covered Dependents did not disclose on the application, We may terminate or rescind this Certificate as of the original Effective Date. Additionally, if within two Years after adding an additional Dependent (excluding newborn children of the Subscriber added within 31 days of birth), We discover any act, practice or omission that constitutes fraud or an intentional misrepresentation of material fact that You or Your covered Dependent did not disclose on the application, We may terminate or rescind coverage for the additional covered Dependent as of his or her original Effective Date. We will give you at least 30 days written notice prior to rescission of this Certificate.

This Certificate may also be terminated if You engage in fraudulent conduct, furnish Us fraudulent or misleading material information relating to claims or if You knowingly participate in or permit fraud or deception by any Provider, vendor or any other person associated with this Certificate. Termination will be effective 31 days after Our notice of termination is mailed. We will also terminate Your Dependent's coverage, effective on the date Your coverage is terminated.

You are responsible to pay Us for the cost of previously received services based on the Maximum Allowed Amount for such services, less any Copayment/Coinsurance made or Subscription Charge paid for such services. After the two Years following Your Effective Date, We may only rescind or terminate Your coverage on the basis of any act, practice or omission that constitutes fraud.

Discontinuation of Coverage

We can refuse to renew Your Certificate if We decide to discontinue a health coverage product that We

offer in the individual market. If We discontinue a health coverage product, We will provide You with at least 90 days notice of the discontinuation. In addition, You will be given the option to purchase any health coverage Plan that We currently offer without regard to claims status or health history. Nonrenewal will not affect an existing claim.

Grace Period

If the Subscriber does not pay the full amount of the Subscription Charge by the Subscription Charge due date, the grace period is triggered. The grace period is an additional period of time during which coverage may remain in effect and refers to either the three month grace period required for individuals receiving Advance Payments of the Premium Tax Credit (APTC) or for individuals not receiving the APTC, it refers to any other applicable grace period.

If the Subscriber does not pay the required Subscription Charge by the end of the grace period, the Certificate is terminated. In order for a Subscription Charge to be considered paid during the grace period, We must receive it by the last day of the grace period. The application of the grace period to claims is based on the date of service and not on the date the claim was submitted.

Subscriber Receives APTC

If the Subscriber receiving the APTC has previously paid at least one month's Subscription Charge in a Calendar Year, We must provide a grace period of at least three consecutive months. During the grace period, We must apply any payment received to the first billing cycle in which payment was delinquent and continue to collect the APTC. If full Subscription Charge payment is not received during the grace period, the last day of coverage will be the last day of the first month of the three month grace period. We must pay claims during the first month of the grace period but may pend claims in the second and third months subject to Anthem's right to terminate the Certificate as provided herein. You will be liable to Us for the Subscription Charge payment due including those for the grace period. You will also be liable to Us for any claims payments made for services incurred after the last day of the first month of the three month grace period.

Subscriber Does Not Receive APTC

If the Subscriber is not receiving an APTC, this Certificate has a grace period of 31 days. This means if any Subscription Charge payment, except the first, is not paid on or before the date it is due, it may be paid during the grace period. During the grace period, the Certificate will stay in force unless prior to the date Subscription Charge payment is due You give timely written notice to Us that the Certificate is to be terminated. If You do not make the full Subscription Charge payment during the grace period, the Certificate will be terminated on the last day of the grace period. You will be liable to Us for the Subscription Charge payment due including for the grace period. You will also be liable to Us for any claims payments made for services incurred after the last day of the grace period.

After Termination

Once this Certificate is terminated, the former Members cannot reapply until the next annual open enrollment period unless they experience an event that qualifies for a special enrollment period prior to the annual open enrollment period. You have the right to designate another person to receive notice of termination of this Certificate for nonpayment of charges or other lapse or default. We will send the notice to You and the person You designate at the last addresses You provided to Us 10 calendar days prior to cancellation of the Certificate. You also have the right to change the person You designate if You wish. In order to designate a person to receive this notice or to change a designation, You must fill out a Third Party Notice Request Form. You can obtain this form by contacting Us.

Removal of Members

A Subscriber may terminate the enrollment of any Member from the Plan. If this happens, no benefits will be provided for Covered Services provided after the Member's termination date.

Refund of Subscription Charge

Upon termination, We shall return promptly the unearned portion of any Subscription Charge paid.

Right to Reinstatement

You may be eligible to reinstate the Certificate within 90 days after the date of termination if non-payment of charges or other lapse or default took place because You suffered from cognitive impairment or functional incapacity at the time of termination. For the purposes of this provision, cognitive impairment or functional incapacity means a mental or nervous disorder of demonstrable origin that causes significant impairment.

If You request reinstatement, We may require a doctor examination at Your own expense or request medical records that confirm You suffered from cognitive impairment or functional incapacity at the time of termination. If We accept the proof, We will reinstate Your coverage without a break in coverage. We will reinstate the same coverage You had before termination or the coverage You would have been entitled to if the Certificate had not been terminated, subject to the same terms, conditions, exclusions, and limitations. Before We can reinstate Your Certificate, You must pay the amount due from the date of termination through the month in which We bill You within 15 days from Our request. The charges will be the same amount they would have been if the Certificate had remained in force.

If We deny Your request for reinstatement, We will send You a Notice of Denial. You have the right to an Appeal, or to request a hearing before the Superintendent of Insurance within 30 days after the date You receive the Notice of Denial from Us.

IMPORTANT INFORMATION ABOUT YOUR COVERAGE

Changes in Subscription Charge

The Subscription Charge for this Certificate may change subject to, and as permitted by, applicable law. You will be notified of a change to Your Subscription Charge at the address in Our records 30 days in advance of the Effective Date of the change and You will be notified in the 60 days prior to any rate filing that specifically impacts Your Plan. Any such change will apply to Subscription Charges due on or after the effective date of change. If advance Subscription Charges have been paid beyond the effective date of the rate change, the Subscription Charge will be adjusted as of the effective date to comply with the rate change. Additional Subscription Charges may be billed, if necessary, for future periods.

How to Pay Your Subscription Charge

After making Your initial Subscription Charge payment, You can make future payments by the following methods:

- online at www.anthem.com
- by mail using the address on Your Subscription Charge notice
- by authorizing Us to automatically deduct Your Subscription Charge payment from Your financial institution account every month
- by using Our mobile application
- pay in person at any approved retailer found on the mobile application

To learn more about any of these options, please contact Member Services at the number on the back of Your Identification Card. For more information about Our mobile application including links to download, please visit Our website at www.anthem.com.

Electronic Funds Transfer

If You submit a personal check for Subscription Charges payment, You automatically authorize Us to convert that check into an electronic payment. We will store a copy of the check and destroy the original paper check. Your payment will be listed on the financial institution account statement as an Electronic Funds Transfer (EFT). Converting Your paper check into an electronic payment does not authorize Us to deduct Subscription Charges from Your account on a monthly basis unless You have given Us prior authorization to do so.

Subscription Charges Paid by a Third Party

Anthem will accept Subscription Charge payments made on behalf of Subscribers if the Subscription Charge is paid by the following persons or entities:

- The Ryan White HIV/AIDS Program;
- Other federal and State government programs that provide Subscription Charge and Cost Sharing support for specific individuals;
- Indian tribes, tribal organizations and urban Indian organizations; or
- A relative or legal guardian on behalf of a Subscriber.

Unless required by law, Anthem does not accept Subscription Charge payments from third parties that are not listed above. Examples of third parties from whom Anthem will not accept Subscription Charge payments include, but are not limited to, Providers, Hospitals, not-for-profit organizations (including religious organizations) that have or whose primary donors have a financial interest in the benefits of the Certificate, commercial entities with a direct or indirect financial interest in the benefits of the Certificate

and employers that offer coverage under an employer health plan.

Policies, Procedures and Pilot Programs

We are able to introduce new policies, procedures, rules and interpretations, as long as they are reasonable. Such changes are introduced to make the Plan more orderly and efficient. Members must follow and accept any new policies, procedures, rules, and interpretations.

Under the terms of the Plan, We have the authority, in Our discretion, to introduce or terminate from time to time, pilot or test programs for disease management, care management, case management, clinical quality or wellness initiatives that may result in the payment of benefits not otherwise specified in this Plan. We reserve the right to discontinue a pilot or test program at any time.

Confidentiality and Release of Information

Applicable State and federal law requires Us to undertake efforts to safeguard Your medical information.

For informational purposes only, please be advised that a statement describing Our policies and procedures regarding the protection, use and disclosure of Your medical information is available on Our website and can be furnished to You upon request by contacting Our Member Services department.

Obligations that arise under State and federal law and policies and procedures relating to privacy that are referenced but not included in this Certificate are not part of the Certificate between the parties and do not give rise to contractual obligations.

Right to Receive and Release Needed Information

Certain facts are needed to apply these rules. We have the right to decide which facts We need. Subject to applicable privacy restrictions, We may obtain needed facts from, or give them to, any other organization or person. We need not tell You or obtain Your consent to do this. Each person claiming benefits under this Plan must give Us any facts We need to pay the claim.

Notice of Privacy Practices

We are committed to protecting the confidential nature of Members’ medical information to the fullest extent of the law. In addition to various laws governing Member privacy, We have Our own privacy policies and procedures in place designed to protect Member information. We are required by law to provide individuals with notice of Our legal duties and privacy practices. To obtain a copy of this notice, visit Our website or contact Our Member Services department.

Catastrophic Events

In case of fire, flood, war, civil disturbance, court order, strike, an act of terrorism or other cause beyond Our control, We may be unable to process Your claims on a timely basis. No legal action or lawsuit may be taken against Us due to a delay caused by any of these events. In such an event, however, We shall use reasonable efforts to perform Our respective obligations.

Certificate Changes

We may change this Certificate at any time provided the changes have been approved by the Maine Bureau of Insurance, are in accordance with all applicable laws, and We send written notice 60 days in advance to the Subscriber’s latest address in Our records. After We notify the Subscriber of a change, payment of billed charges indicates the acceptance of the change.

Refusal to Follow Recommended Treatment

If a Member refuses treatment that has been recommended by Our Network Provider, the Provider may decide that the Member’s refusal compromises the Provider-patient relationship and obstructs the provision of proper medical care. Providers will try to render all necessary and appropriate professional services according to a Member’s wishes, when they are consistent with the Provider’s judgment. If a Member refuses to follow the recommended treatment or procedure, the Member is entitled to see another Provider of the same specialty for a second opinion. The Member can also pursue the Appeal

process.

Statements and Representations

The statements You make on Your application for coverage with Us are representations and not warranties.

Misstatement of Age

If the Subscription Charge for this Certificate is based on Your age and if Your age has been misstated, the benefits will be those the Subscription Charge paid would have purchased at the correct age.

Notice

Any notice given by Anthem to a Subscriber shall be sufficient if mailed to the Subscriber at his or her address as it appears in Anthem’s records. Notice given to Anthem must be sent to Anthem’s address as shown in this Certificate. Anthem, or a Member may, by written notice, indicate a new address for giving notice.

Physical Examinations and Autopsy

We, at Our own expense, shall have the right and opportunity to examine the Member when and as often as it may reasonably be required during the pendency of a claim and to make an autopsy in case of death where it is not prohibited by law.

Third Party Liability

These provisions apply when We pay benefits as a result of injuries or illness You sustained and You have a right to a Recovery or have received a Recovery as a result of actions or omissions of a third party. We will automatically have a lien upon any Recovery. Our lien will equal the amount of benefits We pay on Your behalf for injuries, disease, condition or loss You sustained as a result of any act or omission for which a third party is liable. Our lien will not exceed the amount We actually paid for those services.

In this section, “Recovery” means money You (or Your estate, parent, trustee or legal guardian) receive, are entitled to receive, or have a right to receive, whether by judgment, award, settlement or otherwise as a result of injury or illness caused by the third party, regardless of whether liability is contested. In this section “third party” refers to any person or entity who is legally responsible in relation to the injuries or illnesses sustained by You for which We paid benefits, including but not limited to the party(ies) who caused the injury or illness (“tortfeasor”), the tortfeasor’s insurer, the tortfeasor’s indemnifier, the tortfeasor’s guarantor, the tortfeasor’s principal or any other person or entity responsible or liable for the tortfeasor’s acts or omissions, Your own insurer (underinsured or uninsured motorist benefits, medical payments, no fault benefits, personal injury protection, etc.), or any other person, entity, policy or plan that may be liable or responsible in relation to the injuries or illness, to the extent permitted by law.

We, or Our designee, shall be entitled to payment, reimbursement and/or subrogation to the extent of the total amount of Our lien regardless of whether the total amount of the Recovery on account of the injury or illness is less than the actual loss suffered by You (or Your estate, parent, trustee or legal guardian).

Subrogation

- We shall be subrogated to Your rights as to any Recovery and have the right to take whatever legal action necessary against any party or entity to recover Our lien on a just and equitable basis.
- We may proceed in Your name against the responsible party. Additionally, We have the right to recover Our lien from any party responsible for compensating You.
- To the extent the total assets available from a Recovery are insufficient to satisfy in full Our subrogation claim and any claim still held by You, Our subrogation claim shall be first satisfied before any part of a Recovery is applied to Your claim, Your attorney’s fees, other expenses or costs.

- We are not responsible for any attorney’s fees, other expenses or costs You incur without Our prior written consent. Further, the “common fund” doctrine does not apply to any funds recovered by any attorney You hire regardless of whether funds recovered are used to repay benefits paid by Us.

Right of Reimbursement

- We are entitled to be reimbursed the extent of Our lien on a just and equitable basis.
- Your signed application for coverage submitted to Us constitutes Your prior written approval of Our right of reimbursement.
- Our rights are not limited by any allocation or characterization made in a settlement agreement or court order.
- We are not bound by, nor responsible for any fees or costs recoverable by or assigned to Your attorney as set forth in any fee agreement.

Member’s Duties

- Your signed application for coverage and/or Your receipt of benefits under this Plan authorizes and/or acknowledges each of Our rights set forth in this section.
- You, or Your attorney, must notify Us promptly of how, when and where an accident or incident resulting in personal injury or illness to You occurred and all information regarding the parties involved.
- You agree to advise Us, directly or through Your attorney, in writing of Your claim against a third party, or a claim against Your own insurance, within 60 days of making such claim, unless a shorter period of time is prescribed by law, and that You or Your attorney will take such action, furnish such information and assistance, and execute such papers as We may require to facilitate enforcement of Our lien rights.
- Relevant information includes, but is not limited to, police reports, pleadings, settlement agreements, and communications with any party regarding the accident, incident, injury or illness.
- Neither You, nor Your attorney, shall take any action that may prejudice Our rights or interests under this section.
- You and/or Your attorney must cooperate with Us in the investigation, settlement and protection of Our rights.
- You and/or Your attorney must immediately notify Us if a trial is commenced, if a settlement occurs or is consummated, or if potentially dispositive motions are filed in a case.
- You and/or Your attorney must hold in trust the extent of Our lien that is recoverable by Us under the law and the Recovery must not be dissipated or disbursed until such time as We have been repaid in accordance with these provisions.
- If You, or Your attorney, fail to give Us notice, fail to cooperate with Us, or intentionally take any action that prejudices Our rights, You will be in material breach of this Certificate. In the event of such material breach, You will be personally responsible and liable for reimbursing to Us the amount of benefits We paid.

Nothing in this Plan shall be construed to limit Our right to utilize any remedy provided by law to enforce Our rights to recover Our lien.

Any action that interferes with Our right to recover Our lien may result in the termination of coverage as allowed by law for You and Your covered Dependents.

The Plan is entitled to recover any attorney’s fees and costs incurred in enforcing any provision in this section.

Severability

In the event that any provision in this Certificate is declared legally invalid by a court of law or determined

to be illegal due to the enactment of new legislation or regulations, such provision will be severable and all other provisions of the Certificate will remain in force and effect.

Unauthorized Use of Identification Card

If You permit Your Identification Card to be used by someone else or if You use the card before coverage is in effect or after coverage has ended, You will be liable for payment of any expenses incurred resulting from the unauthorized use. Fraudulent misuse could also result in termination of the coverage.

Right to Change Plan

No agent or employee of the Plan or other person, except an authorized officer of the Plan, has authority to waive, even if by providing incomplete or incorrect information, any conditions or restrictions or to change the form or content of this Plan, to extend the time for making a payment to the Plan, or to bind the Plan by making any promise or representation or by giving or receiving any information. Such changes can be made only through a written authorization, signed by an officer of the Plan.

Care Coordination

We pay Network Providers in various ways to provide Covered Services to You. For example, sometimes We may pay Network Providers a separate amount for each Covered Service they provide. We may also pay them one amount for all Covered Services related to treatment of a medical condition. Other times, We may pay a periodic, fixed pre-determined amount to cover the costs of Covered Services. In addition, We may pay Network Providers financial incentives or other amounts to help improve quality of care and/or promote the delivery of healthcare services in a cost-efficient manner, or compensate Network Providers for coordination of Member care. In some instances, Network Providers may be required to make payment to Us because they did not meet certain standards. You do not share in any payments made by Network Providers to Us under these programs.

Medical Policy and Technology Assessment

Anthem reviews and evaluates new technology according to its technology evaluation criteria developed by its medical directors. Technology assessment criteria are used to determine the Experimental/Investigational status or Medical Necessity of new technology. Guidance and external validation of Anthem's medical policy is provided by the Medical Policy and Technology Assessment Committee (MPTAC) which consists of approximately 20 doctors from various medical specialties including Anthem's medical directors, doctors in academic medicine and doctors in private practice.

Conclusions made are incorporated into medical policy used to establish decision protocols for particular diseases or treatments and applied to Medical Necessity criteria used to determine whether a procedure, service, supply or equipment is covered.

Program Incentives

We may offer incentives from time to time, at Our discretion, in order to introduce You to covered programs and services available under this Plan. We may also offer, at Our discretion, the ability for You to participate in certain voluntary health or condition focused digital applications or use other technology based interactive tool, or receive educational information in order to help You stay engaged and motivated, manage Your health, and assist in Your overall health and well-being. The purpose of these programs and incentives include, but are not limited to, making You aware of cost effective benefit options or services, helping You achieve Your best health, encouraging You to update Member-related information and encouraging You to enroll automatically to pay Subscription Charges electronically. These incentives may be offered in various forms such as retailer coupons, gift cards, health related merchandise, and discounts on fees or Member Cost Share. Acceptance of these incentives is voluntary as long as Anthem offers the incentives program. Motivational rewards, awards or points for achieving certain milestones may be a feature of the program. We may discontinue an incentive or a program for a particular covered program or service at any time. If You have any questions about whether receipt of an incentive or retailer coupon results in taxable income to You, We recommend that You consult Your tax advisor.

Value-Added Programs

We may offer health or fitness related programs and products to Our Members, through which You may access discounted rates from certain vendors for products and services available to the general public. We may also offer value-added services that include discounts on Pharmacy products (over-the-counter drugs, consultations and biometrics). In addition, You may have access to additional value-added services that include discounts on pet medications, wholesale club memberships, mobile phone minutes and banking and payment services.

The products and services available under this program are not Covered Services under the Plan but are in addition to Plan benefits and may include giveaways that promote a healthy lifestyle. As such, program features are not guaranteed under Your Certificate and could be discontinued at any time. We do not endorse any vendor, product or service associated with this program. Program vendors are solely responsible for the products and services You receive.

Voluntary Clinical Quality Programs

We may offer additional opportunities to assist You in obtaining certain covered preventive or other care (e.g., well child check-ups or certain laboratory screening tests) that You have not received in the recommended timeframe. These opportunities are called voluntary clinical quality programs. They are designed to encourage You to get certain care when You need it and are separate from Covered Services under Your Plan. These programs are not guaranteed and could be discontinued at any time. We will give You the choice and if You choose to participate in one of these programs, and obtain the recommended care within the program's timeframe, You may receive incentives such as gift cards or retailer coupons, which We encourage You to use for health and wellness related activities or items. Under other clinical quality programs, You may receive a home test kit that allows You to collect the specimen for certain covered laboratory tests at home and mail it to the laboratory for processing. You may also be offered a home visit appointment to collect such specimens and complete biometric screenings. You may need to pay any Cost Share that normally apply to such covered laboratory tests (e.g., those applicable to the laboratory processing fee) but will not need to pay for the home test kit or the home visit. (If You have any questions about whether receipt of a gift card or retailer coupon results in taxable income to You, We recommend that You consult Your tax advisor.)

MEMBER RIGHTS AND RESPONSIBILITIES

As a Member, You have rights and responsibilities when receiving healthcare. As Your healthcare partner, We want to make sure Your rights are respected while providing Your health benefits. That means giving You access to Our network of doctors and other healthcare professionals, who help You make the best decisions for Your health.

You have the right to:

- Speak freely and privately with Your doctors and other healthcare professionals about healthcare options and treatment needed for Your condition, no matter what the cost or whether it is covered under Your Plan.
- Work with Your doctors and other healthcare professionals to make choices about Your healthcare.
- Be treated with respect and dignity.
- Expect Us to keep Your personal health information private by following Our privacy policies, and State and federal laws.
- Receive information You need to fully engage with Your health Plan, and also share Your feedback. This includes:
 - Our company and services;
 - Our network of doctors and other healthcare professionals;
 - Your rights and responsibilities;
 - The way Your health Plan works.
- Make a complaint or file an Appeal about:
 - Your health Plan and any care You receive;
 - Any Covered Service or benefit decision that Your health Plan makes.
- Say no to care, for any condition, sickness or disease, without it having an effect on any care You may receive in the future. This includes asking Your doctors and other healthcare professionals to tell You how that may affect Your health now and in the future.
- Get the most up-to-date information from a doctor about the cause of Your illness, Your treatment and what may result from it. You can ask for help if You do not understand this information.
- Get help at any time, by calling the Member Services number located on the back of Your Identification Card or by visiting www.anthem.com.
Or contact Your local insurance department:
MAINE
Phone: 1-800-300-5000
Write: Bureau of Insurance Department of Professional and Financial Regulation
#34 State House Station, Augusta, ME 04333-0034

You have the responsibility to:

- Read all information about Your medical benefits under the Plan and ask for help if You have questions.
- Follow all medical Plan rules and policies.
- Choose a network Primary Care Physician, also called a PCP, if Your health Plan requires it.
- Treat all healthcare professionals and staff with respect.
- Keep all scheduled appointments. Call Your doctor's office if You may be late or need to cancel.
- Understand Your health challenges as well as You can and work with Your doctors and other healthcare professionals to create an agreed upon treatment plan.
- Inform Your doctors and other healthcare professionals if You do not understand the type of care and Your actions that they are recommending.
- Follow the treatment plan that You have agreed upon with Your doctors and other healthcare professionals.
- Share the information needed with Us, Your doctors, and other healthcare professionals to help You get the best possible care. This may include information about other health insurance

- benefits You have in addition to Your coverage with Us.
- Inform Member Services if You have any changes to Your name, address or family members covered under Your Plan.

If You would like more information, have comments, or would like to contact Us, please go to www.anthem.com and select Customer Support > Contact Us. Or call the Member Services number on Your ID Card.

We are here to provide high-quality benefits and service to Our Members. Benefits and coverage for services given under the Plan are overseen by Your Certificate and not by this Member Rights and Responsibilities statement.

DEFINITIONS

The following terms, defined in this section, are capitalized throughout the Certificate so they are easy to identify.

Advance Payments of the Premium Tax Credit (APTC)

Payment of the tax credits which are provided on an advance basis to an eligible individual enrolled in a Qualified Health Plan (QHP) through an Exchange.

American Indian

An individual who is a member of a federally recognized Indian tribe. A tribe is defined as any Indian tribe, band, nation, or other organized group or community, including any Alaska native village or regional or village corporation which is recognized as eligible for the special programs and services provided by the United States because of their status as Indians.

Anthem Blue Cross and Blue Shield (Anthem)

The company providing the coverage under this Certificate. The terms We, Us and Our in this Certificate refer to Anthem and its designated affiliates.

Appeal

A formal request by You or Your representative for reconsideration of a decision not resolved to Your satisfaction. See the "If You Have a Complaint or an Appeal" section of this Certificate.

Applied Behavior Analysis

The design, implementation and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including the use of direct observation, measurement and functional analysis of the relations between environment and behavior.

Authorized Service

A Covered Service rendered by any Provider other than a Network Provider, which has been authorized in advance (except for Emergency Care which may be authorized after the service is rendered) by Us to be paid at the Network level. For more information, see the "How Your Claims Are Paid" section.

Autism Spectrum Disorder

Any of the pervasive developmental disorders as defined by the Diagnostic and Statistical Manual of Mental Disorders, 4th edition, published by the American Psychiatric Association, including autistic disorder, Asperger's disorder and pervasive developmental disorder not otherwise specified.

Benefit Period/Year

The period of time that We pay benefits for Covered Services. Generally, the Benefit Period/Year is a Calendar Year for this Plan, as listed in the "Schedule of Cost Share and Benefits." If Your coverage ends earlier, the Benefit Period/Year ends at the same time.

Biosimilars

A type of biological product that is licensed (approved) by FDA because it is highly similar to an already FDA-approved biological product, known as the biological reference product (reference product), and has been shown to have no clinically meaningful difference from the reference product.

Brand Drugs

Prescription Drugs that We classify as Brand Drugs or Our PBM has classified as Brand Drugs through use of an independent proprietary industry database

Calendar Year

A period beginning on January 1 and ending on December 31 of the same Year.

Certificate of Coverage (Certificate)

This summary of the terms of Your benefits.

Coinsurance

The percentage of the Maximum Allowed Amount that You pay for some Covered Services.

Controlled Substances

Drugs and other substances that are considered controlled substances under the Controlled Substances Act (CSA) which are divided into five schedules.

Copayment

A fixed amount You pay for a Covered Service, usually when You receive the service. The amount can vary by the type of Covered Service. The Copayment does not apply to the Deductible.

Cost Share (Cost Sharing)

The amount which the Member is required to pay for Covered Services. Where applicable, Cost Share can be in the form of Copayments, Coinsurance and/or Deductibles.

Covered Services

Services, supplies or treatments which are:

- Medically Necessary or otherwise specifically included as a benefit and that is listed under the "What is Covered" section;
- Within the scope of the Provider's license;
- Rendered while coverage under this Certificate is in force;
- Not Experimental or Investigational or not covered by this Certificate; and
- Authorized in advance by Us if such preauthorization is required in Certificate.

Deductible

The amount of charges You must pay for any Covered Services before any benefits are available to You under this coverage. Your Deductible is stated in Your "Schedule of Cost Share and Benefits."

Dependent

A Member of the Subscriber's family who meets the rules listed in the "When Membership Changes (Eligibility)" section and who has enrolled in the Plan.

Designated Pharmacy Provider

A Network Pharmacy that has executed a Designated Pharmacy Provider Agreement with Us or a Network Provider that is designated to provide Prescription Drugs, including Specialty Drugs, to treat certain conditions.

Direct Primary Care Provider

An individual who is a licensed physician or osteopathic physician or other advanced healthcare practitioner who is a non-Plan Provider, who is authorized to engage in independent medical practice in Maine, who is qualified to provide primary care services and who chooses to practice direct primary care by entering into a direct primary care service agreement with patients. The term includes, but is not limited to, an individual primary care Provider or a group of primary care Providers.

Please Note: A Referral can be made by a Direct Primary Care Provider who is not included in the Plan's Provider network, subject to confirmation of the Direct Primary Care Provider's relationship with the Member.

Effective Date

The date when a Member's coverage begins under this Certificate.

Emergency Medical Condition (Emergency)

The sudden and, at the time, unexpected onset of a physical or mental health condition, including severe

pain, manifesting itself by symptoms of sufficient severity, regardless of the final diagnosis that is given, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe:

- A. That the absence of immediate medical attention for an individual could reasonably be expected to result in:
 1. Placing the physical or mental health of the individual or, with respect to a pregnant woman, the health of the pregnant woman or her unborn child in serious jeopardy;
 2. Serious impairment of a bodily function; or
 3. Serious dysfunction of any organ or body part; or
- B. With respect to a pregnant woman who is having contractions, that there is:
 1. Inadequate time to effect a safe transfer of the woman to another Hospital before delivery; or
 2. A threat to the health or safety of the woman or unborn child if the woman were to be transferred to another Hospital.

Emergency Service (Emergency Care)

A healthcare item or service furnished or required to evaluate and treat an Emergency Medical Condition that is provided in an Emergency Facility or setting.

The term “**stabilize**” means, with respect to an Emergency Medical Condition:

To provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a Facility.

Exchange

A governmental agency or non-profit entity that makes Qualified Health Plans such as this Plan available to Qualified Individuals.

Experimental or Investigational

Any drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply used in or directly related to the diagnosis, evaluation, or treatment of a disease, injury, illness, or other health condition which Anthem determines to be Experimental or Investigational.

Anthem will deem any drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply to be Experimental or Investigational if it determines that one or more of the following criteria apply when the service is rendered with respect to the use for which payment of benefits is sought.

1. The drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply:
 - Cannot be legally marketed in the United States without the final approval of the FDA or any other State or federal regulatory agency and such final approval has not been granted; or
 - Has been determined by the FDA to be contraindicated for the specific use; or
 - Is provided as part of a clinical research protocol or clinical trial or is provided in any other manner that is intended to evaluate the safety, toxicity, or efficacy of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply, unless otherwise required by law; or
 - Is subject to review and approval of an Institutional Review Board (IRB) or other body serving a similar function; or
 - Is provided pursuant to informed consent documents that describe the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply as Experimental or Investigational or otherwise indicate that the safety, toxicity, or efficacy of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply is under evaluation.
2. Any service not deemed Experimental or Investigational based on the criteria in subsection (a)

may still be deemed to be Experimental or Investigational by Anthem. In determining whether a service is Experimental or Investigational, Anthem will consider the information described in subsection (c) and assess the following:

- Whether the scientific evidence is conclusory concerning the effect of the service on health outcomes;
 - Whether the evidence demonstrates the service improves the net health outcomes of the total population for whom the service might be proposed by producing beneficial effects that outweigh any harmful effects;
 - Whether the evidence demonstrates the service has been shown to be as beneficial for the total population for whom the service might be proposed as any established alternatives; and
 - Whether the evidence demonstrates the service has been shown to improve the net health outcomes of the total population for whom the service might be proposed under the usual conditions of medical practice outside clinical investigatory settings.
3. The information considered or evaluated by Anthem to determine whether a drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply is Experimental or Investigational under subsections (a) and (b) may include one or more items from the following list which is not all inclusive:
- Published authoritative, peer-reviewed medical or scientific literature, or the absence thereof; or
 - Evaluations of national medical associations, consensus panels, and other technology evaluation bodies; or
 - Documents issued by and/or filed with the FDA or other federal, State or local agency with the authority to approve, regulate, or investigate the use of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply; or
 - Documents of an IRB or other similar body performing substantially the same function; or
 - Consent document(s) used by the treating doctors, other medical professionals, or Facilities or by other treating doctors, other medical professionals or Facilities studying substantially the same drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply; or
 - The written protocol(s) used by the treating doctors, other medical professionals, or Facilities or by other treating doctors, other medical professionals or Facilities studying substantially the same drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply; or
 - Medical records; or
 - The opinions of consulting providers and other experts in the field.
4. Anthem identifies and weighs all information and determines all questions pertaining to whether a drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply is Experimental or Investigational.

Facility

A Facility including but not limited to, a Hospital, freestanding ambulatory surgical center, chemical dependency treatment Facility, Residential Treatment Center, Skilled Nursing Facility, Home Health Care Agency or mental health Facility, as defined in this Certificate. The Facility must be licensed, accredited, registered and approved by The Joint Commission or The Commission on Accreditation of Rehabilitation Facilities (CARF), as applicable, or meet specific rules set by Us.

Generic/Generic Drugs

Prescription Drugs that We classify as Generic Drugs or that Our PBM has classified as Generic Drugs through use of an independent proprietary industry database. Generic Drugs have the same active ingredients, must meet the same FDA rules for safety, purity and potency, and must be given in the same form (tablet, capsule, cream) as the Brand Drug.

Habilitative Services

Healthcare services and devices that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology, and other services for people with disabilities in a variety of Inpatient and/or Outpatient settings.

Home Delivery Pharmacy

A service where You get Prescription Drugs (other than Specialty Drugs) through a mail order service.

Home Health Care Agency

A Facility, licensed in the State in which it is located, which:

- Provides skilled nursing and other services on a visiting basis in the Member's home; and
- Is responsible for supervising the delivery of such services under a plan prescribed and approved in writing by the attending doctor.

Hospital

A Provider licensed and operated as required by law, which has:

1. Room, board, and nursing care;
2. A staff with one or more doctors on hand at all times;
3. 24 hour nursing service;
4. All the Facilities on site are needed to diagnose, care, and treat an illness or injury; and
5. Is fully accredited by The Joint Commission.

The term Hospital does not include a Provider, or that part of a Provider, used mainly for:

1. Nursing care
2. Rest care
3. Convalescent care
4. Care of the aged
5. Custodial care
6. Educational care
7. Subacute care

Identification Card/ID Card

A card issued by the Plan that bears the Member's name, identifies the membership by number, and may contain information about Your coverage. It is important to carry this card with You.

Inpatient

A Member who receives care as a registered bed patient in a Hospital or other Facility where a room and board charge is made. It does not mean a Member who is placed under observation for fewer than 24 hours.

Intensive Outpatient Program

Structured, multidisciplinary behavioral health treatment that provides a combination of individual, group and family therapy in a program that operates no less than three hours per day, three days per week.

Interchangeable Biologic Product

A type of biological product that is licensed (approved) by FDA because it is highly similar to an already FDA-approved biological product, known as the biological reference product (reference product), and has been shown to have no clinically meaningful differences from the reference product. In addition to meeting the biosimilarity standard, is expected to produce the same clinical result as the reference product in any given patient.

Maintenance Medication

A Drug You take on a regular basis to treat or control a chronic illness such as heart disease, high blood pressure, epilepsy, or diabetes. If You are not sure if the Prescription Drug You are taking is a Maintenance Medication, please call Pharmacy Member Services at the number on the back of Your Identification Card or check Our website at www.anthem.com for more details.

Maximum Allowed Amount

The maximum amount that We will allow for Covered Services You receive. For more information, see the “How Your Claims Are Paid” section.

Medicaid

Title XIX of the United States Social Security Act, Grants to States for Medical Assistance Programs.

Medically Necessary Health Care

Healthcare services or products provided to a Member for the purpose of preventing, diagnosing or treating an illness, injury or disease or the symptoms of an illness, injury or disease in a manner that is:

- Consistent with generally accepted standards of medical practice;
- Clinically appropriate in terms of type, frequency, extent, site and duration;
- Demonstrated through scientific evidence to be effective in improving health outcomes;
- Representative of “best practices” in the medical profession; and
- Not primarily for the convenience of the Member or physician or other healthcare practitioner.

When setting or place of service is part of the review, services that can be safely provided to You in a lower cost setting will not be Medically Necessary if they are performed in a higher cost setting. For example We will not provide coverage for an Inpatient admission for surgery if the surgery could have been performed on an Outpatient basis or an infusion or injection of a Specialty Drug provided in the Outpatient department of a Hospital if the drug could be provided in a physician’s office or the home setting.

Medicare

The programs of healthcare for the aged and disabled established by Title XVIII of the Social Security Act of 1965, as amended.

Member

The Subscriber and enrolled Dependent.

Mental Health and Substance Abuse

A condition that is listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) as a mental health or substance abuse condition.

Minimum Essential Coverage

The term Minimum Essential Coverage means any of the following: Government sponsored programs (Medicare, Medicaid, CHIP, TRICARE for Life, veteran's healthcare program); coverage under an eligible employer-sponsored plan; coverage under a health plan offered in the individual market within a State; coverage under a grandfathered health plan, and such other health benefits coverage, such as a State health benefits risk pool, or as the Secretary of HHS recognizes.

Network Pharmacy

A Network Pharmacy is a Pharmacy that has a Network Pharmacy agreement in effect with or for Our benefit at the time services are rendered. Network Pharmacies may be based on a restricted network, and may be different than the network of Network Pharmacies for Our other products. To find a Network Pharmacy near You, call Pharmacy Member Services at the telephone number on the back of Your Identification Card.

Network Providers

Healthcare Providers that have a written agreement with Anthem to furnish healthcare services under this Certificate. Also referred to as participating Providers.

Non-Network Pharmacy

A Pharmacy that does not have a Network Pharmacy agreement in effect with or for the benefit of Anthem at the time services are rendered. In most instances, You will be responsible for a larger portion of Your pharmaceutical bill when You go to a Non-Network Pharmacy.

Non-Network Providers

Healthcare Providers that do not have a written agreement with Anthem to furnish healthcare services under this Certificate. Also referred to as non-participating Providers. Providers who have not contracted or affiliated with Our designated subcontractor(s) for the services they perform under this Plan are also considered Non-Network Providers.

Out-of-Pocket Limit

The most You pay in Copayments, Deductibles, and Coinsurance during a Benefit Period for Covered Services. The Out-of-Pocket Limit does not include Your Subscription Charge, amounts over the Maximum Allowed Amount, or charges for healthcare that Your Plan does not cover. When the Out-of-Pocket Limit is reached, no additional Deductible or Coinsurance is required unless otherwise specified in this Certificate. Please see the "Schedule of Cost Share and Benefits" for details.

Outpatient

A Member who receives services or supplies when not an Inpatient.

Partial Hospitalization Program

Structured, multidisciplinary behavioral health treatment that offers nursing care and active individual, group and family treatment in a program that operates no less than six hours per day, five days per week.

Pharmacy

A place licensed by State law where You can get Prescription Drugs and other medicines from a licensed pharmacist when You have a Prescription from Your doctor.

Pharmacy and Therapeutics (P&T) Process

Process to make clinically based recommendations that will help You access quality, low cost medicines within Your benefit program. The process includes healthcare professionals such as nurses, pharmacists, and doctors. The committees of the Anthem National Pharmacy and Therapeutics Process meet regularly to talk about and find the clinical and financial value of medicines for Our Members. This process first evaluates the clinical evidence of each product under review. The clinical review is then combined with an in-depth review of the market dynamics, Member impact and financial value to make choices for the Prescription Drug List. Our programs may include, but are not limited to, drug utilization programs, Prior Authorization criteria, therapeutic conversion programs, cross-branded initiatives, and drug profiling initiatives.

Pharmacy Benefits Manager (PBM)

A Pharmacy benefits management company that manages Pharmacy benefits on Anthem's behalf. Anthem's PBM has a nationwide network of Retail Pharmacies, a Home Delivery Pharmacy, and clinical services that include Prescription Drug List management.

Anthem's PBM, in consultation with Anthem, also provides services to promote and assist Members in the appropriate use of Pharmacy benefits, such as review for possible excessive use, proper dosage, drug interactions or drug/pregnancy concerns.

Plan

The set of benefits, conditions, exclusions and limitations described in this document.

Precertification

Please see the section "Requesting Approval for Benefits" for details.

Prescription Drug

A medicine that is made to treat illness or injury. Under the Federal Food, Drug & Cosmetic Act, such substances must bear a message on its original packing label that says, "Caution: Federal law prohibits dispensing without a prescription." This includes Insulin, diabetic supplies, and syringes.

Prescription Drug List

Listing of Prescription Drugs that are determined by Anthem in Our discretion to be designated as Covered drugs. The list of approved Prescription Drugs developed by Anthem in consultation with doctors and pharmacists has been reviewed for their quality and cost effectiveness. This Prescription Drug List contains a limited number of Prescription Drugs, and may be different than the formulary for other Anthem products. Generally, it includes select Generic Drugs with limited brand Prescription Drugs coverage. This list is subject to periodic review and modification by Anthem. We may add or delete Prescription Drugs from this Prescription Drug List from time to time. A description of the Prescription Drugs that are listed is available upon request and at www.anthem.com.

Prescription Order (Prescription)

A written request by a Provider, as permitted by law, for a drug or medication and each authorized refill for same.

Primary Care Physician ("PCP")

A Network Provider who is a practitioner that specialized in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, physician assistants, geriatrics or any other Network Provider as allowed by the Plan. A PCP supervises, coordinates and provides initial care and basic medical services to a Member and is responsible for ongoing patient care.

Provider

A professional or Facility licensed by law that gives healthcare services within the scope of that license and is approved by Us. This includes any Provider that State law says We must cover when they give You services that State law says We must cover. Providers that deliver Covered Services are described throughout this Certificate. If You have a question about a Provider not described in this Certificate, please call the number on the back of Your Identification Card.

Qualified Health Plan or QHP

A health plan that has in effect a certification issued or recognized by each Exchange through which such health plan is offered.

Qualified Health Plan Issuer or QHP Issuer (QHP Issuer)

A health plan insurance issuer that offers a QHP in accordance with the certification from an Exchange.

Qualified Individual

With respect to an Exchange, an individual who has been determined eligible to enroll through the Exchange in a QHP in the individual market.

Referral

A specific recommendation by a Member's PCP or Direct Primary Care Provider that the Member should receive evaluation or treatment from a specific Provider. A recommendation from a Provider is a Referral only to the extent of the specific services approved by the PCP or Direct Primary Care Provider on the written Referral form or by other notification methods prescribed by Anthem for use by PCPs or Direct Primary Care Providers. A general statement by a PCP or Direct Primary Care Provider that a Member should seek a particular type of service or Provider does not constitute a Referral under this Certificate.

Rehabilitative Services

Healthcare services that help a person get back or improve skills and functioning for daily living that have been lost or impaired because a person was sick, hurt or disabled. These services may include physical and occupational therapy, speech-language pathology, and psychiatric rehabilitation services in a variety

of Inpatient and/or Outpatient settings.

Residential Treatment Center

A Provider licensed and operating as required by law, which includes:

1. Room, board and skilled nursing care (either an RN or LVN/LPN) available on-site at least eight hours daily with 24 hour availability.
2. A staff with one or more doctors available at all times.
3. Residential treatment that takes place in a structured Facility-based setting, and does not take place outdoors, e.g., wilderness program or therapy.
4. The resources and programming to adequately diagnose, care and treat a psychiatric and/or substance use disorder.
5. A Facility that is designated residential, subacute or intermediate care and may occur in care systems that provide multiple levels of care.
6. A Facility that is fully accredited by The Joint Commission (TJC), the Commission on Accreditation of Rehabilitation Facilities (CARF), the National Integrated Accreditation for Healthcare Organizations (NIAHO) or the Council on Accreditation (COA).

The term Residential Treatment Center does not include a Provider, or that part of a Provider, used mainly for:

1. Nursing care
2. Rest care
3. Convalescent care
4. Care of the aged
5. Custodial care
6. Educational care
7. Wilderness therapy or programs

Retail Pharmacy

An establishment licensed to dispense Prescription Drugs and other medications (other than Specialty Drugs) through a licensed pharmacist or Home Delivery Pharmacy service upon an authorized healthcare professional's order.

Self-Administered Drugs

Drugs that are administered which do not require a medical professional to administer.

Skilled Nursing Facility

A Facility operated alone or with a Hospital that cares for You after a Hospital stay when You have a condition that needs more care than You can get at home. It must be licensed by the appropriate agency and accredited by The Joint Commission or the Bureau of Hospitals of the American Osteopathic Association, or otherwise approved by Us. A Skilled Nursing Facility gives the following:

1. Inpatient care and treatment for people who are recovering from an illness or injury;
2. Care supervised by a doctor;
3. 24 hour per day nursing care supervised by a full-time registered nurse.

A Skilled Nursing Facility is not a place mainly for care of the aged, custodial care or domiciliary care; or a place for rest, educational, or similar services.

Specialty Care Physician (Specialist or SCP)

A doctor who focuses on a specific area of medicine or group of patients to diagnose, manage, prevent, or treat certain types of symptoms and conditions. A non-physician Specialist is a Provider who has added training in a specific area of healthcare.

Specialty Drugs

Drugs that are high-cost, injectable, infused, oral or inhaled drugs that generally require close supervision and monitoring of their effect on the patient's drug therapy by a medical professional. These drugs often require special handling, such as temperature controlled packaging and overnight delivery, and are often unavailable at Retail Pharmacies.

Specialty Pharmacy

A Pharmacy that is designated by Us, other than a Retail Pharmacy or Home Delivery Pharmacy that provides high cost, biotech drugs which are used for the treatment of acute or chronic diseases.

State

Each of the 50 States and the District of Columbia.

Subscriber

The Member who applied for coverage and in whose name this Certificate is issued.

Subscription Charge

The monthly charge You must pay Anthem to establish and maintain coverage under this Certificate.

Surgical Assistant

A doctor (Doctor of Medicine or Osteopathy) or dentist (Doctor of Dental Medicine or Dental Surgery), or other qualified professionals as permitted by law and recognized by Us who actively assists the operating surgeon in performing a covered surgical service.

Surprise Billing Claims

Surprise Billing Claims are claims that are subject to the No Surprises Act requirements:

- Emergency Services provided by Non-Network Providers;
- Covered Services provided by a Non-Network Provider at a Network Facility; and
- Non-Network air ambulance services.

Tax Dependent

Tax Dependent has the same meaning as the term Dependent under the Internal Revenue Code.

Tax Filer

Tax Filer means an individual, or a married couple, who indicates that he, she or they expect.

1. To file an income tax return for the Benefit Year;
2. If married, per IRS guidelines, to file a joint tax return for the Benefit Year;
3. That no other taxpayer will be able to claim him, her or them as a Tax Dependent for the Benefit Year; and
4. That he, she, or they expects to claim a personal exemption deduction on his or her tax return for one or more applicants, who may or may not include himself or herself and his or her spouse.

Treatment of Autism Spectrum Disorders

The following types of care prescribed, provided or ordered for an individual diagnosed with Autism Spectrum Disorder:

1. Habilitative or Rehabilitative Services, including Applied Behavior Analysis or other professional or counseling services necessary to develop, maintain and restore the functioning of an individual to the extent possible. To be eligible for coverage, Applied Behavior Analysis must be provided by a person professionally certified by a national board of behavior analysts or performed under the supervision of a person professionally certified by a national board of behavior analysts;
2. Counseling services provided by a licensed psychiatrist, psychologist, clinical professional counselor or clinical social worker; and
3. Therapy services provided by a licensed or certified speech therapist, occupational therapist or physical therapist.

Urgent Care

Medical care for an unexpected illness or injury that cannot wait until a regularly scheduled office visit. Urgent health problems are not life threatening and do not call for the use of an Emergency room.

Urgent Care Center

A licensed healthcare Facility that is separate from a Hospital and whose main purpose is giving immediate, short-term medical care, without an appointment, for Urgent Care.

Utilization Review

Evaluation of the necessity, quality, effectiveness, or efficiency of medical or behavioral health services, Prescription Drugs (as set forth in the section "Prescription Drugs Administered by a Medical Provider"), procedures, and/or Facilities.

We, Us and Our

Anthem Blue Cross and Blue Shield (Anthem).

Year and Yearly

A 12 month period.

You and Your

The Member, Subscriber and each covered Dependent.

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

You have the right to get this information and help in your language for free. Call the Member Services number on your ID card for help. (TTY/TDD: 711)

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

Spanish

Tiene el derecho de obtener esta información y ayuda en su idioma en forma gratuita. Llame al número de Servicios para Miembros que figura en su tarjeta de identificación para obtener ayuda. (TTY/TDD: 711)

Chinese

您有權使用您的語言免費獲得該資訊和協助。請撥打您的 ID 卡上的成員服務號碼尋求協助。(TTY/TDD: 711)

Vietnamese

Quý vị có quyền nhận miễn phí thông tin này và sự trợ giúp bằng ngôn ngữ của quý vị. Hãy gọi cho số Dịch Vụ Thành Viên trên thẻ ID của quý vị để được giúp đỡ. (TTY/TDD: 711)

Korean

귀하에게는 무료로 이 정보를 얻고 귀하의 언어로 도움을 받을 권리가 있습니다. 도움을 얻으려면 귀하의 ID 카드에 있는 회원 서비스 번호로 전화하십시오. (TTY/TDD: 711)

Tagalog

May karapatan kayong makuha ang impormasyon at tulong na ito sa ginagamit ninyong wika nang walang bayad. Tumawag sa numero ng Member Services na nasa inyong ID card para sa tulong. (TTY/TDD: 711)

Russian

Вы имеете право получить данную информацию и помощь на вашем языке бесплатно. Для получения помощи звоните в отдел обслуживания участников по номеру, указанному на вашей идентификационной карте. (TTY/TDD: 711)

Arabic

يحق لك الحصول على هذه المعلومات والمساعدة بلغتك مجانًا. اتصل برقم خدمات الأعضاء الموجود على بطاقة التعريف الخاصة بك للمساعدة. (TTY/TDD: 711)

Armenian

Դուք իրավունք ունեք Ձեր լեզվով անվճար ստանալ այս տեղեկատվությունը և ցանկացած օգնություն: Օգնություն ստանալու համար զանգահարեք Անդամների սպասարկման կենտրոն՝ Ձեր ID քարտի վրա նշված համարով: (TTY/TDD: 711)

Farsi

شما این حق را دارید که این اطلاعات و کمکها را به صورت رایگان به زبان خودتان دریافت کنید. برای دریافت کمک به شماره مرکز خدمات اعضاء که بر روی کارت شناساییتان درج شده است، تماس بگیرید. (TTY/TDD: 711)

French

Vous avez le droit d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour cela, veuillez appeler le numéro des Services destinés aux membres qui figure sur votre carte d'identification. (TTY/TDD: 711)

Japanese

この情報と支援を希望する言語で無料で受けることができます。支援を受けるには、IDカードに記載されているメンバーサービス番号に電話してください。(TTY/TDD: 711)

Haitian

Ou gen dwa pou resevwa enfòmasyon sa a ak asistans nan lang ou pou gratis. Rele nimewo Manm Sèvis la ki sou kat idantifikasyon ou a pou jwenn èd. (TTY/TDD: 711)

Italian

Ha il diritto di ricevere queste informazioni ed eventuale assistenza nella sua lingua senza alcun costo aggiuntivo. Per assistenza, chiami il numero dedicato ai Servizi per i membri riportato sul suo libretto. (TTY/TDD: 711)

Polish

Masz prawo do bezpłatnego otrzymania niniejszych informacji oraz uzyskania pomocy w swoim języku. W tym celu skontaktuj się z Działem Obsługi Klienta pod numerem telefonu podanym na karcie identyfikacyjnej. (TTY/TDD: 711)

Punjabi

ਤੁਹਾਨੂੰ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਇਹ ਜਾਣਕਾਰੀ ਅਤੇ ਮਦਦ ਮੁਫਤ ਵਿੱਚ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਮਦਦ ਲਈ ਆਪਣੇ ਆਈਡੀ ਕਾਰਡ ਉੱਤੇ ਮੈਂਬਰ ਸੇਵਾਵਾਂ ਨੰਬਰ ਤੇ ਕਾਲ ਕਰੋ। (TTY/TDD: 711)

Navajo

Bee ná ahoot'í' t'áá ni nizaad k'ehjí níká a'doowoł t'áá jüik'e. Naaltsos bee atah nilinigií bee néécho'dólzingo nanitinigií béésh bee hane'í bikáá' áají' hodiilnih. (TTY/TDD: 711)

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.