

# BENEFIT PLAN

Prepared Exclusively For  
University of Rochester

Open Access Managed Choice

What Your Plan  
Covers and How  
Benefits are Paid

**Aetna Life Insurance Company**  
Booklet-Certificate

This Booklet-Certificate is part of the Group Insurance Policy  
between **Aetna** Life Insurance Company and the Policyholder

**aetna**<sup>SM</sup>



## **Gatekeeper Preferred Provider Organization (PPO) Medical Plan**

### **Booklet-certificate**

**Prepared exclusively for:**

**Policyholder:** University of Rochester  
**Group policy number:** GP-804712  
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**Plan effective date:** January 1, 2018  
**Plan issue date:** October 26, 2017

**Underwritten by Aetna Life Insurance Company**

# Welcome

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Thank You for choosing Aetna.

This is Your booklet-certificate. It is one of three documents that together describe the benefits covered by Your Aetna plan for in-Network and out-of-Network coverage.

This booklet-certificate will tell You about Your Covered Benefits – what they are and how You get them. If You become insured, this booklet-certificate becomes Your Certificate of coverage under the Group Policy, and it takes the place of all Certificates describing similar coverage that were previously sent to You. The second document is the Schedule of Benefits. It tells You how We share expenses for Eligible Health Services and tells You about limits – like when Your plan covers only a certain number of visits.

The third document is the Group Policy between Aetna Life Insurance Company (“Aetna”) and the policyholder. Ask the policyholder if You have any questions about the Group Policy.

Oh, and each of these documents may have amendments attached to them. They change or add to the documents they’re part of.

Where to next? Flip through the table of contents or try the *Let’s get started!* section right after it. The *Let’s get started!* section gives You a thumbnail sketch of how Your plan works. The more You understand, the more You can get out of your plan.

Welcome to Your Aetna plan for in-Network and out-of-Network coverage.

This booklet-certificate is governed by the laws of New York State.

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Schedule of benefits

Issued with your booklet-certificate

# Let's get started!

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Here are some basics. First things first – some notes on how we Use words. Then we explain how Your plan works so You can get the most out of Your coverage. But for all the details – and this is very important – You need to read this entire booklet-certificate and the schedule of benefits. And if You need help or more information, we tell You how to reach Us.

## Some notes on how We Use words

- When We say “You” and “Your”, We mean both You and any covered dependents.
- When We say “Us”, “We”, and “Our”, We mean **Aetna**.
- Some words appear in capitals. We define them in the *Glossary* section.

Sometimes We Use technical medical language that is familiar to medical Providers.

## What Your plan does – providing Covered Benefits

Your plan provides Covered Benefits. These are Eligible Health Services for which Your plan has the obligation to pay.

This plan provides Participating and Non-Participating coverage for medical, vision and pharmacy insurance coverage.

## How Your plan works – starting and stopping coverage

Your coverage under the plan has a start and an end. You start coverage after You complete the eligibility and enrollment process. To learn more see the *Who the plan covers* section.

Your coverage typically ends when You leave Your job. Family members can lose coverage for many reasons, such as growing up and leaving home. To learn more see the *When coverage ends* section.

Ending coverage under the plan doesn't necessarily mean You lose coverage with Us. See the *Special coverage options after Your plan coverage ends* section.

## How Your plan works while You are covered in-Network

Your Participating Provider coverage:

- Helps You get and pay for a lot of – but not all – health care services. These are called Eligible Health Services.
- You will pay less cost share when You Use a Participating Provider.

### 1. Eligible Health Services

Doctor and Hospital services are the foundation for many other services. You'll probably find the preventive care, Emergency Medical Services and Urgent Condition coverage especially important. But the plan won't always cover the services You want. Sometimes it doesn't cover health care services Your doctor will want You to have.

So what are Eligible Health Services? They are health care services that meet these three requirements:

- They are listed in the *Eligible Health Services under Your plan* section.
- They are not carved out in the *What Your plan doesn't cover – Exclusions and limitations* section. (We refer to this section as the “Exclusions” section.)
- They are not beyond any limits in the Schedule of Benefits.

### 2. Providers

Aetna's Network of doctors, Hospitals and other health care Providers are there to give You the care You need. You can find Participating Providers and see important information about them most easily on Our online Provider Directory. Just log into Your Aetna Navigator® secure member Website at [www.aetna.com](http://www.aetna.com).

You may choose a Primary Care Physician (We call that doctor Your PCP) to oversee Your care. Your PCP will provide Your routine care, and send You to other Providers when You need specialized care. You don't have to access care through Your PCP. You may go directly to Participating specialists and Providers for Eligible Health Services. Your plan often will pay a bigger share for Eligible Health Services that You get through Your PCP, so choose a PCP as soon as You can.

For more information about the Network and the role of Your PCP, see the *Who provides the care* section.

### 3. **Paying for Eligible Health Services– the general requirements**

There are several general requirements for the plan to pay any part of the expense for an Eligible Health Service. They are:

- The Eligible Health Service is Medically Necessary, and
- You get Your care from:
  - Your PCP, or
  - Another Participating Provider after You get a Referral from Your PCP, and
- You or Your Provider Preauthorize the Eligible Health Service when required.

You will find details on Medical Necessity, Referral and Preauthorization requirements in the *Medical Necessity, Referral and Preauthorization requirements* section. You will find the requirement to Use a Participating Provider and any exceptions in the *Who provides the care* section.

### 4. **Paying for Eligible Health Services– sharing the expense**

Generally Your plan and You will share the expense of Your Eligible Health Services when You meet the general requirements for paying.

But sometimes Your plan will pay the entire expense; and sometimes You will. For more information see the *What the plan pays and what You pay* section, and see the Schedule of Benefits.

### 5. **Disagreements**

We know that people sometimes see things differently.

The plan tells You how We will work through Our differences. And if We still disagree, an independent group of experts called an "external review organization" or ERO for short, will make the final decision for Us.

For more information see the *When You disagree - Claim Determinations, Grievance and Appeals procedures* section.

## **How Your plan works while You are covered out-of-Network**

The section above told You how Your plan works while You are covered in-Network. You also have coverage when You want to get Your care from Providers who are not part of the Aetna Network and from Participating Providers without a Provider Referral. It's called Non-Participating coverage.

Your Non-Participating coverage:

- Means You can get care from Providers who are not part of the Aetna Network and from Participating

Providers without a Provider Referral.

- Means You will have to pay for services at the time that they are provided. You will be required to pay the full charges and submit a claim for reimbursement to Us. You are responsible for completing and submitting claim forms for reimbursement of Eligible Health Services that You paid directly to a Provider.
- Means that when You use Non-Participating coverage, it is Your responsibility to start the preauthorization process with Providers.
- Means You will pay a higher cost share when You use a Non-Participating Provider.

You will find details on:

- Precertification requirements in the *Medical Necessity and Preauthorization requirements* section.
- Non-Participating Providers and any exceptions in the *Who provides the care* section.
- Cost sharing in the *What the plan pays and what You pay* section, and Your Schedule of Benefits.
- Claim information in the *When You disagree - Claim Determinations, Grievance and Appeals procedures* section.

## How to contact Us for help

We are here to answer Your questions. You can contact us by logging onto Your Aetna Navigator® secure member Website at [www.aetna.com](http://www.aetna.com).

Register for Aetna Navigator®, Our secure Internet access to reliable health information, tools and resources. Aetna Navigator® online tools will make it easier for You to make informed decisions about Your health care, view claims, research care and treatment options, and access information on health and Wellness.

You can also contact Us by:

- Calling Aetna Member Services at the toll-free number on Your ID card
- Writing Us at Aetna Life Insurance Company, 151 Farmington Ave, Hartford, CT 06156

## Your member ID card

Your member ID card tells doctors, Hospitals, and other Providers that You are covered by this plan. Show Your ID card each time You get health care from a Provider to help them bill Us correctly and help Us better process their claims.

Remember, only You and Your covered dependents can Use Your member ID card. If You misuse Your card We may end Your coverage.

We will mail You Your ID card. If You haven't received it before You need Eligible Health Services, or if You've lost it, You can print a temporary ID card. Just log into Your Aetna Navigator® secure member Website at [www.aetna.com](http://www.aetna.com).



# Who the plan covers

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You will find information in this section about:

- Who is eligible
- When you can join the plan
- Who can be on your plan (who can be your dependent)
- Adding new dependents
- Special times you and your dependents can join the plan

## Who is eligible

The policyholder decides and tells us who is eligible for health care coverage.

## When You can join the plan

As an employee You can enroll Yourself and Your dependents:

- Once each Calendar Year during the annual enrollment period
- At other special times during the year (see the *Special times You and Your dependents can join the plan* section below)

If You do not enroll Yourself and Your dependents when You first qualify for health benefits, You may have to wait until the next annual enrollment period to join.

## Who can be on your plan (who can be your dependent)

You can enroll the following family members on your plan. (They are referred to in this booklet-certificate as your “dependents”.)

- Your spouse
- Your domestic partner who meets the rules set by the **policyholder**.
  - To be eligible for coverage, a domestic partner is a person who certifies the following as of the date of enrollment:
    - He or she is your sole domestic partner and intend to remain so indefinitely
    - He or she is not married or legally separated from anyone else
    - He or she is not registered as a member of another domestic partnership within the past 6 months
    - He or she is of the age of consent in your state of residence
    - He or she is not a blood relative to a degree of closeness that would prohibit legal marriage in the state in which you legally reside
    - He or she has cohabitated and resided with you in the same residence for the past 6 months and intends to cohabit and reside with you indefinitely
    - He or she is engaged with you in a committed relationship of mutual caring and support, and is jointly responsible for your common welfare and living expenses
    - He or she is not in the relationship solely for the purpose of obtaining the benefits of coverage
    - He or she can demonstrate interdependence with you by submitting proof of at least three of the following:
      - Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property
      - Common ownership of a motor vehicle
      - Driver’s license with a common address
      - Proof of joint bank accounts or credit accounts

- Proof of designation as the primary beneficiary for life insurance or retirement benefits or primary beneficiary designation under your will
  - Assignment of a durable property power of attorney or health care power of attorney.
- Children Covered Under this Certificate - Your dependent children – your own or those of your spouse,
  - The children must be under 26 years of age, and they include:
    - If You selected parent and child/children or family coverage, Children covered under this Certificate include Your natural Children, legally adopted Children, step Children, and Children for whom You are the proposed adoptive parent without regard to financial dependence, residency with You, student status or employment. A proposed adopted Child is eligible for coverage on the same basis as a natural Child during any waiting period prior to the finalization of the Child's adoption. Coverage lasts until the end of the month in which the Child turns 26 years of age. Coverage also includes Children for whom You are a legal guardian if the Children are chiefly dependent upon You for support and You have been appointed the legal guardian by a court order. Foster Children and grandchildren are not covered.
    - Any unmarried dependent Child, regardless of age, who is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation (as defined in the New York Mental Hygiene Law), or physical handicap and who became so incapable prior to attainment of the age at which the Child's coverage would otherwise terminate and who is chiefly dependent upon You for support and maintenance, will remain covered while Your insurance remains in force and Your Child remains in such condition. You have 31 days from the date of Your Child's attainment of the termination age to submit an application to request that the Child be included in Your coverage and proof of the Child's incapacity. We have the right to check whether a Child is and continues to qualify under this section.
    - We have the right to request and be furnished with such proof as may be needed to determine eligibility status of a prospective or covered Subscriber and all other prospective or covered Members in relation to eligibility for coverage under this Certificate at any time.

You may continue coverage for a disabled child past the age limit shown above. See the *Continuation of coverage for other reasons* in the *Special coverage options after your plan coverage ends* section for more information.

## **Adding new dependents**

You can add the following new dependents any time during the year:

- A spouse - If You marry, You can put Your spouse on Your plan.
  - We must receive Your completed enrollment information not more than 31 days after the date of Your marriage.
  - Ask the policyholder when benefits for Your spouse will begin. It will be:
    - No later than the first day of the first calendar month after the date We receive Your completed enrollment information and
    - Within 31 days of the date of Your marriage.
- A domestic partner -This Certificate covers domestic partners of Subscribers as spouses. If You selected family coverage, Children covered under this Certificate also include the children of Your domestic partner. Proof of the domestic partnership and financial interdependence must be submitted in the form of:
  1. Registration as a domestic partnership indicating that neither individual has been registered as a member of another domestic partnership within the last six (6), where such registry exists; or
  2. For partners residing where registration does not exist, by an alternative affidavit of domestic partnership.
    - a. The affidavit must be notarized and must contain the following:
      - The partners are both 18 years of age or older and are mentally competent to consent to contract;

- The partners are not related by blood in a manner that would bar marriage under laws of the State of New York;
- The partners have been living together on a continuous basis prior to the date of the application;
- Neither individual has been registered as a member of another domestic partnership within the last six (6) months; and
  - b. Proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof); and
  - c. Proof that the partners are financially interdependent. Two (2) or more of the following are collectively sufficient to establish financial interdependence:
    - A joint bank account;
    - A joint credit card or charge card;
    - Joint obligation on a loan;
    - Status as an authorized signatory on the partner's bank account, credit card or charge card;
    - Joint ownership of holdings or investments;
    - Joint ownership of residence;
    - Joint ownership of real estate other than residence;
    - Listing of both partners as tenants on the lease of the shared residence;
    - Shared rental payments of residence (need not be shared 50/50);
    - Listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
    - A common household and shared household expenses, e.g., grocery bills, utility bills, telephone bills, etc. (need not be shared 50/50);
    - Shared household budget for purposes of receiving government benefits;
    - Status of one (1) as representative payee for the other's government benefits;
    - Joint ownership of major items of personal property (e.g., appliances, furniture);
    - Joint ownership of a motor vehicle;
    - Joint responsibility for child care (e.g., school documents, guardianship);
    - Shared child-care expenses, e.g., babysitting, day care, school bills (need not be shared 50/50);
    - Execution of wills naming each other as executor and/or beneficiary;
    - Designation as beneficiary under the other's life insurance policy;
    - Designation as beneficiary under the other's retirement benefits account;
    - Mutual grant of durable power of attorney;
    - Mutual grant of authority to make health care decisions (e.g., health care power of attorney);
    - Affidavit by creditor or other individual able to testify to partners' financial interdependence; or
    - Other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.
- A newborn child - Your newborn child is covered on Your health plan for the first 31 days after birth.
  - If You, the Subscriber, have a newborn or adopted newborn Child and We receive notice of such birth within 31 days thereafter, coverage for Your newborn starts at the moment of birth; otherwise, coverage begins on the date on which We receive notice. Your adopted newborn Child will be covered from the moment of birth if You take physical custody of the infant as soon as the infant is released from the Hospital after birth and You file a petition pursuant to Section 115-c of the New York Domestic Relations Law within 31 days of the infant's birth; and provided further that no notice of revocation to the adoption has been filed pursuant to Section 115-b of the New York Domestic Relations Law, and consent to the adoption has not been revoked. However, We will not provide Hospital benefits for the adopted newborn's initial Hospital stay if one of the infant's natural parents has coverage for the newborn's initial Hospital stay. If You have individual or individual and Spouse coverage, You must also notify Us of Your desire to switch to parent and child/children or

family coverage and pay any additional Premium within 31 days of the birth or adoption in order for coverage to start at the moment of birth. Otherwise, coverage begins on the date on which We; receive notice, provided that You pay any additional Premium when due.

- You must still enroll the child within 31 days of birth even when coverage does not require payment of an additional Premium contribution for the covered dependent.
- If You miss this deadline, Your newborn will not have health benefits after the first 31 days.
- An adopted child - A child that You, or that You and Your spouse, civil union partner or domestic partner adopts is covered on Your plan for the first 31 days after the adoption is complete.
  - To keep Your adopted child covered, We must receive Your completed enrollment information within 31 days after the adoption.
  - If You miss this deadline, Your adopted child will not have health benefits after the first 31 days.
- A stepchild - You may put a child of Your spouse, civil union partner or domestic partner on Your plan.
  - You must complete Your enrollment information and send it to Us within 31 days after the date of Your marriage or Your Declaration of Domestic Partnership with Your stepchild's parent.
  - Ask the policyholder when benefits for Your stepchild will begin. It is either on the date of Your marriage or the date Your Declaration of Domestic Partnership is filed or the first day of the month following the date We receive Your completed enrollment information.

### **Notification of change in status**

It is important that you notify us of any changes in your benefit status. This will help us effectively deliver your benefits. Please notify us as soon as possible of status changes such as:

- Change of address
- Change of covered dependent status
- Enrollment in Medicare or any other health plan of any covered dependent

### **Special times you and your dependents can join the plan**

You can enroll in these situations:

- When you did not enroll in this plan before because:
  - You were covered by another group health plan, and now that other coverage has ended.
  - You had COBRA, and now that coverage has ended.
  - You or your dependents become eligible for State premium assistance under Medicaid or an S-CHIP plan for the payment of your Premium contribution for coverage under this plan.
- When a court orders that you cover a current spouse or domestic partner or a minor child on your health plan.

We must receive your completed enrollment information from you within 31 days of that date on which you no longer have the other coverage mentioned above.

### **Effective date of coverage**

Your coverage begins on the date your policyholder tells us. This will be the effective date on the enrollment information sent to us to enroll you and your eligible dependents in the plan.

We will not pay claims under any health benefits for expenses incurred in connection with any hospital stay that began before the date you or your dependents became covered.

## Medical Necessity and Preauthorization requirements

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The starting point for Covered Benefits under Your plan is whether the services and supplies are Eligible Health Services. See the *Eligible health services under Your plan* and *Exclusions* sections plus the Schedule of Benefits.

Your plan pays for its share of the expense for Eligible Health Services only if the general requirements are met. They are:

- The Eligible Health Service is Medically Necessary.
- You or Your Provider Preauthorizes the Eligible Health Service when required.

This section addresses the Medical Necessity and Preauthorization requirements.

### Medically Necessary; Medical Necessity

As We said in the *Let's get started!* section, Medical Necessity is a requirement for You to receive a Covered Benefit under this plan.

The Medical Necessity requirements are stated in the *Glossary* section, where We define "Medically Necessary, Medical Necessity." That is where We also explain what Our medical directors or their Physician designees consider when determining if an Eligible Health Service is Medically Necessary.

### Preauthorization

You need pre-approval from Us for some Eligible Health Services. Pre-approval is also called Preauthorization.

#### In-Network

Your Physician is responsible for obtaining any necessary Preauthorization before You get the care. If Your Physician doesn't get a required Preauthorization, We won't pay the Provider who gives You the care. You won't have to pay either if Your Physician fails to ask Us for Preauthorization. If Your Physician requests Preauthorization and We refuse it, You can still get the care but the plan won't pay for it. You will find details on requirements in the *What the plan pays and what You pay - Important exceptions – when You pay all* section.

#### Out-of-Network

When You go to a Non-Participating Provider, it is Your responsibility to obtain Preauthorization from Us for any services and supplies on the Preauthorization list. If You do not Preauthorize, Your benefits may be reduced, or the plan may not pay any benefits. Refer to Your Schedule of Benefits for this information. The list of services and supplies requiring Preauthorization appears later in this section. Also, for any Preauthorization benefit reduction that is applied see the Schedule of Benefits *Preauthorization benefit reduction* section.

Preauthorization should be secured within the timeframes specified below. To obtain Preauthorization, call Us at the telephone number listed on Your ID card. This call must be made:

For non-emergency admissions:	You, Your Physician or the facility will need to call and request Preauthorization at least 14 days before the date You are scheduled to be admitted.
For an Emergency Medical Condition:	If possible, You or Your Physician should call prior to the outpatient care, treatment or procedure or as soon as reasonably possible.
For an Emergency Admission:	You, Your Physician or the facility must call within 48 hours or as soon as reasonably possible after You have been admitted.

For an Urgent Admission:	You, Your Physician or the facility will need to call before You are scheduled to be admitted. An urgent admission is a Hospital admission by a Physician due to the onset of or change in an Illness, the diagnosis of an Illness, or an Injury.
For outpatient non-emergency medical services requiring Preauthorization:	You or Your Physician must call at least 14 days before the outpatient care is provided, or the treatment or procedure is scheduled.

We will provide a written notification to You and Your Physician of the Preauthorization decision, where required by state law. If Your Preauthorized services are approved, the approval is valid for 60 days as long as You remain enrolled in the plan.

When You have an inpatient admission to a facility, We will notify You, Your Physician and the facility about Your Preauthorized length of Stay. If Your Physician recommends that Your Stay be extended, additional days will need to be Preauthorized. You, Your Physician, or the facility will need to call Us at the number on Your ID card as soon as reasonably possible, but no later than the final authorized day. We will review and process the request for an extended Stay. You and Your Physician will receive a notification of an approval or denial.

If Preauthorization determines that the Stay or services and supplies are not Covered Benefits, the notification will explain why and how Our decision can be appealed. You or Your Provider may request a review of the Preauthorization decision. See the *When You disagree - Claims Determinations, Grievance and Appeals* section.

**What if You don't obtain the required Preauthorization?**

If You don't obtain the required Preauthorization:

- Your benefits may be reduced, or the plan may not pay any benefits. See the Schedule of Benefits *Preauthorization benefit reduction* section.
- You will be responsible for the unpaid balance of the bills.
- Any additional out-of-pocket expenses incurred will not count toward Your out-of-Network Deductibles or Maximum Out-of-Pocket Limits.

**What types of services require Preauthorization?**

Preauthorization is required for the following types of services and supplies:

Inpatient services and supplies	Outpatient services and supplies
Stays in a Hospital	Complex imaging
Stays in a Skilled Nursing Facility	Cosmetic and reconstructive surgery
Stays in a Rehabilitation Facility	Emergency transportation by airplane
Stays in a Hospice facility	Injectables, (immunoglobulins, growth hormones, Multiple Sclerosis medications, Osteoporosis medications, Botox, Hepatitis C medications)
Stays in a Residential Treatment Facility for treatment of Mental Disorders and Substance Abuse	Kidney dialysis
Bariatric surgery (obesity)	Outpatient back surgery not performed in a Physician's office
	Sleep studies
	Knee surgery
	Wrist surgery

Certain Prescription Drugs are covered under the medical plan when they are given to You by Your doctor or health care facility and not obtained at a Pharmacy. The following Preauthorization information applies to these Prescription Drugs:

For certain drugs, Your Prescriber or your pharmacist needs to get approval from Us before We will agree to cover the drug for You. Sometimes the requirement for getting approval in advance helps guide appropriate Use of certain drugs and makes sure there is a Medically Necessary need for the drug. For the most up-to-date information, call the toll-free Member Services number on Your member ID card or log on to Your Aetna Navigator® secure member Website at [www.aetna.com](http://www.aetna.com).

There is another type of Preauthorization for Prescription Drugs, and that is Step Therapy. Step Therapy is a type of Preauthorization where We require You to first try certain drugs to treat Your medical condition before We will cover another drug for that condition.

You can obtain the most up-to-date information about Step Therapy Prescription Drugs by calling the toll-free Member Services number on Your member ID card or by logging on to Your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com). Your doctor can find additional details about the Step Therapy Prescription Drugs in Our clinical policy bulletins.

Sometimes You or Your Prescriber may seek a medical exception to get health care services for drugs not covered or for which health care services are denied through Preauthorization, Step Therapy. You or Your Prescriber can contact Us and will need to provide Us with the required clinical documentation. Any waiver granted as a result of a medical exception shall be based upon an individual, case by case determination, and will not apply or extend to other covered persons.

## Eligible Health Services under Your plan

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The information in this section is the first step to understanding Your plan's Eligible Health Services.

Your plan covers many kinds of health care services and supplies, such as Physician care and Hospital Stays. But sometimes those services are not covered at all or are covered only up to a limit.

For example,

- Physician care generally is covered but Physician care for Cosmetic surgery is never covered. This is an exception (Exclusion).
- Home Health Care is generally covered but it is a Covered Benefit only up to a set number of visits a year. This is a limitation.

You can find out about these exceptions in the *Exclusions* section, and about the limitations in the Schedule of Benefits.

We've grouped the health care services below to make it easier for You to find what You're looking for.

### Preventive Care and Wellness

Please refer to the Schedule of Benefits section of this Certificate for Cost-Sharing requirements, day or visit limits, and any Preauthorization or Referral requirements that apply to these benefits.

#### Preventive Care

We cover the following services for the purpose of promoting good health and early detection of disease. Preventive services are not subject to Cost-Sharing (Copayments, Deductibles or Coinsurance) when performed by a Participating Provider and provided in accordance with the comprehensive guidelines supported by the Health Resources and Services Administration ("HRSA"), or if the items or services have an "A" or "B" rating from the United States Preventive Services Task Force ("USPSTF"), or if the immunizations are recommended by the Advisory Committee on Immunization Practices ("ACIP").

However, Cost-Sharing may apply to services provided during the same visit as the preventive services. Also, if a preventive service is provided during an office visit wherein the preventive service is not the primary purpose of the visit, the Cost-Sharing amount that would otherwise apply to the office visit will still apply. You may contact Us at the number on Your ID card or logging on to Your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com) for a copy of the comprehensive guidelines supported by HRSA, items or services with an "A" or "B" rating from USPSTF, and immunizations recommended by ACIP.

#### Well-Baby and Well-Child Care

We cover well-baby and well-child care which consists of routine physical examinations including vision screenings and hearing screenings, developmental assessment, anticipatory guidance, and laboratory tests ordered at the time of the visit as recommended by the American Academy of Pediatrics. We also cover preventive care and screenings as provided for in the comprehensive guidelines supported by HRSA and items or services with an "A" or "B" rating from USPSTF. If the schedule of well-child visits referenced above permits one well-child visit per Calendar Year, We will not deny a well-child visit if 365 days have not passed since the previous well-child visit. Immunizations and boosters as required by ACIP are also Covered. This benefit is provided to Members from birth through attainment of age 19 and is not subject to Copayments, Deductibles or Coinsurance when provided by a Participating Provider.



## **Adult Annual Physical Examinations**

We cover adult annual physical examinations and preventive care and screenings as provided for in the comprehensive guidelines supported by HRSA and items or services with an “A” or “B” rating from USPSTF.

Examples of items or services with an “A” or “B” rating from USPSTF include, but are not limited to, blood pressure screening for adults, cholesterol screening, lung cancer screening, colorectal cancer screening and diabetes screening. A complete list of the Covered preventive Services is available on Our website, log on to Your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com), or will be mailed to You upon request.

You are eligible for a physical examination once every Calendar Year, regardless of whether or not 365 days have passed since the previous physical examination visit. Vision screenings do not include refractions.

This benefit is not subject to Copayments, Deductibles or Coinsurance when provided in accordance with the comprehensive guidelines supported by HRSA and items or services with an “A” or “B” rating from USPSTF and when provided by a Participating Provider.

## **Adult Immunizations**

We cover adult immunizations as recommended by ACIP. This benefit is not subject to Copayments, Deductibles or Coinsurance when provided in accordance with the recommendations of ACIP and when provided by a Participating Provider.

## **Well-Woman Examinations**

We cover well-woman examinations which consist of a routine gynecological examination, breast examination and annual Pap smear, including laboratory and diagnostic services in connection with evaluating the Pap smear. We also Cover preventive care and screenings as provided for in the comprehensive guidelines supported by HRSA and items or services with an “A” or “B” rating from USPSTF. A complete list of the Covered preventive Services is available on Our website at [www.aetna.com](http://www.aetna.com), or will be mailed to You upon request. This benefit is not subject to Copayments, Deductibles or Coinsurance when provided in accordance with the comprehensive guidelines supported by HRSA and items or services with an “A” or “B” rating from USPSTF, which may be less frequent than described above, and when provided by a Participating Provider.

This plan includes coverage for annual cervical cytology screening for cervical cancer and its precursor states for women age 18 and older. Cervical cytology screening includes an annual pelvic examination, collection and preparation of a Pap smear, and laboratory and diagnostic services provided in connection with examining and evaluating the Pap smear. This benefit is not subject to Deductibles, Copayments and/or Coinsurance when provided in accordance with HRSA guidelines and when provided by a Participating Provider.

## **Mammograms, Screening and Diagnostic Imaging for the Detection of Breast Cancer**

We cover mammograms for the screening of breast cancer as follows:

- One (1) baseline screening mammogram for Members age 35 through 39; and
- One (1) screening mammogram annually for Members age 40 and over.

If a Member of any age has a history of breast cancer or a first degree relative has a history of breast cancer, We cover mammograms as recommended by the Member’s Provider. However, in no event will more than one (1) preventive screening per Plan Year be covered.

Mammograms for the screening of breast cancer are not subject to Copayments, Deductibles or Coinsurance when provided by a Participating Provider.

Diagnostic mammograms (mammograms that are performed in connection with the diagnosis of breast cancer) are unlimited and are covered whenever they are Medically Necessary. Diagnostic mammograms are not subject to Copayments, Deductibles or Coinsurance when provided by a Participating Provider.

We also Cover additional screening and diagnostic imaging, including breast ultrasounds and MRIs, for the detection of breast cancer. Screening and diagnostic imaging for the detection of breast cancer are not subject to Copayments, Deductibles or Coinsurance when provided by a Participating Provider.

### **Family Planning and Reproductive Health Services**

We cover family planning services which consist of FDA-approved contraceptive methods prescribed by a Provider, not otherwise covered under the Prescription Drug coverage section of this Certificate, counseling on use of contraceptives and related topics, and sterilization procedures for women. Such services are not subject to Copayments, Deductibles or Coinsurance when provided in accordance with the comprehensive guidelines supported by HRSA and items or services with an “A” or “B” rating from USPSTF and when provided by a Participating Provider.

We also cover vasectomies subject to Copayments, Deductibles or Coinsurance.

We do not cover services related to the reversal of elective sterilizations.

### **Bone Mineral Density Measurements or Testing**

We cover bone mineral density measurements or tests, and Prescription Drugs and devices approved by the FDA or generic equivalents as approved substitutes. Coverage of Prescription Drugs is subject to the Prescription Drug Coverage section of this Certificate. Bone mineral density measurements or tests, drugs or devices shall include those covered for individuals meeting the criteria under the federal Medicare program and those in accordance with the criteria of the National Institutes of Health. You will also qualify for coverage of bone mineral density measurements and testing if You meet any of the following:

- Previously diagnosed as having osteoporosis or having a family history of osteoporosis;
- With symptoms or conditions indicative of the presence or significant risk of osteoporosis;
- On a prescribed drug regimen posing a significant risk of osteoporosis;
- With lifestyle factors to a degree as posing a significant risk of osteoporosis; or
- With such age, gender, and/or other physiological characteristics which pose a significant risk for osteoporosis.

We also cover bone mineral density measurements or tests, and Prescription Drugs and devices as provided for in the comprehensive guidelines supported by HRSA and items or services with an “A” or “B” rating from USPSTF.

This benefit is not subject to Copayments, Deductibles or Coinsurance when provided in accordance with the comprehensive guidelines supported by HRSA and items or services with an “A” or “B” rating from USPSTF, which may not include all of the above services such as drugs and devices and when provided by a Participating Provider.

### **Screening for Prostate Cancer**

We cover an annual standard diagnostic examination including, but not limited to, a digital rectal examination and a prostate specific antigen test for men age 50 and over who are asymptomatic and for men age 40 and over with a family history of prostate cancer or other prostate cancer risk factors. We also cover standard diagnostic testing including, but not limited to, a digital rectal examination and a prostate-specific antigen test, at any age for men having a prior history of prostate cancer.

This benefit is not subject to Copayments, Deductibles or Coinsurance when provided by a Participating Provider.

## **Additional Preventive Screening and Counseling Services**

We cover screening and counseling by Your Health Professional for some additional conditions. These are obesity, misuse of alcohol and/or drugs, use of tobacco products, sexually transmitted infection counseling and genetic risk counseling for breast and ovarian cancer. Your plan will cover the services you get in an individual or group setting. Here is more detail about those benefits.

- **Obesity and/or healthy diet counseling**

Eligible Health Services include the following screening and counseling services to aid in weight reduction due to obesity:

- Preventive counseling visits and/or risk factor reduction intervention
- Nutritional counseling
- Healthy diet counseling visits provided in connection with Hyperlipidemia (high cholesterol) and other known risk factors for cardiovascular and diet-related chronic disease

- **Misuse of alcohol and/or drugs**

Eligible Health Services include the following screening and counseling services to help prevent or reduce the use of an alcohol agent or controlled substance:

- Preventive counseling visits
- Risk factor reduction intervention
- A structured assessment

- **Use of tobacco products**

Eligible Health Services include the following screening and counseling services to help You to stop the use of tobacco products:

- Preventive counseling visits
- Treatment visits
- Class visits
- Tobacco cessation prescription and over-the-counter drugs
  - Eligible Health Services include FDA- approved prescription drugs and over-the-counter (OTC) drugs to help stop the use of tobacco products, when prescribed by a Prescriber and the Prescription is submitted to the pharmacist for processing.

Tobacco product means a substance containing tobacco or nicotine such as:

- Cigarettes
- Cigars
- Smoking tobacco
- Snuff
- Smokeless tobacco
- Candy-like products that contain tobacco

- **Sexually transmitted infection counseling**

Eligible Health Services include the counseling services to help you prevent or reduce sexually transmitted infections.

- **Genetic risk counseling for breast and ovarian cancer**

Eligible Health Services include the counseling and evaluation services to help You assess whether or not You are at increased risk for breast and ovarian cancer.

## Physicians and other Health Professionals

### Physician services

Eligible Health Services include services by Your Physician to treat an Illness or Injury. You can get those services:

- At the Physician's office
- In Your home
- In a Hospital
- From any other inpatient or outpatient facility
- By way of Telemedicine

#### **Important note:**

Your plan covers Telemedicine only when You get Your telephone or internet-based consult through an authorized internet service vendor who conducts Telemedicine consultations that has contracted with Aetna to offer these services. DocFind® tells You who those are. Telemedicine is not the same as an office visit and may have different cost sharing. See the Schedule of Benefits for specific plan details.

Other services and supplies that Your Physician may provide:

- Allergy testing and allergy injections
- Radiological supplies, services, and tests

## Alternatives to Physician office visits

### Walk-In Clinic

Eligible Health Services include health care services provided in Walk-In Clinics for:

- Unscheduled, non-medical emergency Illnesses and Injuries
- The administration of immunizations administered within the scope of the clinic's license

### Delivery of Covered Services Using Telehealth

If Your Provider offers Covered Services using telehealth, We will not deny the Covered Services because they are delivered using telehealth. Covered Services delivered using telehealth may be subject to utilization review and quality assurance requirements and other terms and conditions of the Certificate that are at least as favorable as those requirements for the same service when not delivered using telehealth. "Telehealth" means the use of electronic information and communication technologies by a Provider to deliver Covered Services to You while Your location is different than Your Provider's location.

## **Hospital and other facility care**

### **Hospital care**

We Cover inpatient Hospital services for acute care or treatment given or ordered by a Health Care Professional for an illness, injury or disease of a severity that must be treated on an inpatient basis including:

- Semiprivate room and board;
- General, special and critical nursing care;
- Meals and special diets;
- The use of operating, recovery and cystoscopic rooms and equipment;
- The use of intensive care, special care or cardiac care units and equipment;
- Diagnostic and therapeutic items, such as drugs and medications, sera, biologicals and vaccines, intravenous preparations and visualizing dyes and administration, but not including those which are not commercially available for purchase and readily obtainable by the Hospital;
- Dressings and casts;
- Supplies and the use of equipment in connection with oxygen, anesthesia, physiotherapy, chemotherapy, electrocardiographs, electroencephalographs, x-ray examinations and radiation therapy, laboratory and pathological examinations;
- Blood and blood products except when participation in a volunteer blood replacement program is available to You;
- Radiation therapy, inhalation therapy, chemotherapy, pulmonary rehabilitation, infusion therapy and cardiac rehabilitation;
- Short-term physical, speech and occupational therapy; and
- Any additional medical services and supplies which are provided while You are a registered bed patient and which are billed by the Hospital.

The Cost-Sharing requirements in the Schedule of Benefits section of this Certificate apply to a continuous Hospital confinement, which is consecutive days of in-Hospital service received as an inpatient or successive confinements when discharge from and readmission to the Hospital occur within a period of not more than 90 days.

### **Observation Services**

We cover observation services in a Hospital. Observation services are Hospital outpatient services provided to help a Physician decide whether to admit or discharge You. These services include use of a bed and periodic monitoring by nursing or other licensed staff.

### **Inpatient Medical Services**

We cover medical visits by a Health Care Professional on any day of inpatient care Covered under this Certificate.

### **Inpatient Stay for Maternity Care**

We Cover inpatient maternity care in a Hospital for the mother, and inpatient newborn care in a Hospital for the infant, for at least 48 hours following a normal delivery and at least 96 hours following a caesarean section delivery, regardless of whether such care is Medically Necessary. The care provided shall include parent education, assistance, and training in breast or bottle-feeding, and the performance of any necessary maternal and newborn clinical assessments. We will also Cover any additional days of such care that We determine are Medically Necessary. In the event the mother elects to leave the Hospital and requests a home care visit before the end of the 48-hour or 96-hour minimum Coverage period, We will Cover a home care visit. The home care visit will be provided within 24 hours after the mother's discharge, or at the time of the mother's request, whichever is later. Our Coverage of this home care visit shall be in addition to home health care visits under this Certificate and shall not be subject to any Cost-Sharing amounts in the Schedule of Benefits section of this Certificate that apply to home care benefits.

## **Inpatient Stay for Mastectomy Care**

We cover inpatient services for Members undergoing a lymph node dissection, lumpectomy, mastectomy or partial mastectomy for the treatment of breast cancer and any physical complications arising from the mastectomy, including lymphedema, for a period of time determined to be medically appropriate by You and Your attending Physician.

## **End of Life Care**

If You are diagnosed with advanced cancer and You have fewer than 60 days to live, We will cover acute care provided in a licensed Article 28 Facility or acute care facility that specializes in the care of terminally ill patients. Your attending Physician and the Facility's medical director must agree that Your care will be appropriately provided at the facility. If We disagree with Your admission to the facility, We have the right to initiate an expedited external appeal to an External Appeal Agent. We will cover and reimburse the facility for Your care, subject to any applicable limitations in this Certificate until the External Appeal Agent renders a decision in Our favor.

We will reimburse Non-Participating Providers for this end of life care as follows:

1. We will reimburse a rate that has been negotiated between Us and the Provider.
2. If there is no negotiated rate, We will reimburse acute care at the facility's current Medicare acute care rate.
3. If it is an alternate level of care, We will reimburse at 75% of the appropriate Medicare acute care rate.

## **Alternatives to Hospital Stays**

### **Outpatient surgery and physician surgical services**

We cover services provided and supplies used in connection with outpatient Surgery performed in a Surgery Center or a Hospital's outpatient department.

#### **Important note:**

Some Surgeries can be done safely in a Physician's office. For those Surgeries, your plan will pay only for Physician services and not for a separate fee for facilities.

## **Home health care**

We cover care provided in Your home by a Home Health Agency certified or licensed by the appropriate state agency. The care must be provided pursuant to Your Physician's written treatment plan and must be in lieu of Hospitalization or confinement in a Skilled Nursing Facility. Home care includes:

- Part-time or intermittent nursing care by or under the supervision of a registered professional nurse;
- Part-time or intermittent services of a home health aide;
- Physical, occupational or speech therapy provided by the Home Health Agency; and
- Medical supplies, Prescription Drugs and medications prescribed by a Physician, and laboratory services by or on behalf of the Home Health Agency to the extent such items would have been Covered during a Hospitalization or confinement in a Skilled Nursing Facility.

Home Health Care is limited the visits as shown on your Schedule of Benefits. Each visit by a member of the Home Health Agency is considered one visit. Each visit of up to four hours by a home health aide is considered one visit. Any Rehabilitation or Habilitation Services received under this benefit will not reduce the amount of services available under the Rehabilitation or Habilitation Services benefits.

## Hospice care

Hospice Care is available if Your primary attending Physician has certified that You have six (6) months or less to live. We cover inpatient Hospice Care in a Hospital or hospice and home care and outpatient services provided by the hospice, including drugs and medical supplies. Coverage is provided for 210 days of Hospice Care. We also cover five (5) visits for supportive care and guidance for the purpose of helping You and Your immediate family cope with the emotional and social issues related to Your death, either before or after Your death.

We cover Hospice Care only when provided as part of a Hospice Care program certified pursuant to Article 40 of the New York Public Health Law. If care is provided outside New York State, the hospice must be certified under a similar certification process required by the state in which the hospice is located. We do not cover: funeral arrangements; pastoral, financial, or legal counseling; homemaker, caretaker, or respite care.

## Skilled Nursing Facility

We cover inpatient Skilled Nursing Facility care.

The types of Skilled Nursing Facility care services that are eligible for coverage include:

- Room and Board, up to the Semi-Private Room rate
- Services and supplies that are provided during your Stay in a Skilled Nursing Facility

## Emergency services and Urgent Care

### In case of a medical emergency

When you experience an **Emergency Medical Condition**, you should go to the nearest emergency room. You can also dial 911 or your local emergency response service for medical and ambulance assistance. If possible, call your **physician, PCP** but only if a delay will not harm your health.

## Emergency Services

We cover Emergency Services for the treatment of an Emergency Condition in a Hospital.

We define an **“Emergency Condition”** to mean: A medical or behavioral condition that manifests itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

- Placing the health of the person afflicted with such condition or, with respect to a pregnant woman, the health of the woman or her unborn child in serious jeopardy, or in the case of a behavioral condition, placing the health of such person or others in serious jeopardy;
- Serious impairment to such person’s bodily functions;
- Serious dysfunction of any bodily organ or part of such person; or
- Serious disfigurement of such person.

For example, an Emergency Condition may include, but is not limited to, the following conditions:

- Severe chest pain
- Severe or multiple injuries
- Severe shortness of breath
- Sudden change in mental status (e.g., disorientation)
- Severe bleeding
- Acute pain or conditions requiring immediate attention such as suspected heart attack or appendicitis
- Poisonings
- Convulsions

Coverage of Emergency Services for treatment of Your Emergency Condition will be provided regardless of whether the Provider is a Participating Provider. We will also cover Emergency Services to treat Your Emergency Condition worldwide. However, We will cover only those Emergency Services and supplies that are Medically Necessary and are performed to treat or stabilize Your Emergency Condition in a Hospital.

Please follow the instructions listed below regardless of whether or not You are in Our Service Area at the time Your Emergency Condition occurs:

**Hospital Emergency Department Visits.** In the event that You require treatment for an Emergency Condition, seek immediate care at the nearest Hospital emergency department or call 911. Emergency Department Care does not require Preauthorization. However, **only Emergency Services for the treatment of an Emergency Condition are Covered in an emergency department.** If You are uncertain whether a Hospital emergency department is the most appropriate place to receive care, You can call Us before You seek treatment. Our Medical Management Coordinators are available 24 hours a day, 7 days a week. Your Coordinator will direct You to the emergency department of a Hospital or other appropriate Facility.

**We do not Cover follow-up care or routine care provided in a Hospital emergency department.** You should contact Us to make sure You receive the appropriate follow-up care.

**Emergency Hospital Admissions.** In the event that You are **admitted** to the Hospital, You or someone on Your behalf must notify Us at the number on Your ID card within 48 hours of Your admission, or as soon as is reasonably possible.

We Cover inpatient Hospital services at a non-participating Hospital at the in-network Cost-Sharing for as long as Your medical condition prevents Your transfer to a participating Hospital, unless We authorize continued treatment at the non-participating Hospital. If Your medical condition permits Your transfer to a participating Hospital, We will notify You and work with You to and arrange the transfer. Any inpatient Hospital services received from a non-participating Hospital after We have notified You and offered assistance in arranging; arranged for a transfer to a participating Hospital will not be Covered.

### **Payments Relating to Emergency Services Rendered.**

The amount We pay a Non-Participating Provider for Emergency Services will be the amount We have negotiated with the Non-Participating Provider for the Emergency Service or an amount We have determined is reasonable for the Emergency Service. However, the negotiated amount or the amount We determine is reasonable will not exceed the Non-Participating Provider's charge and will be at least the greater of: 1) the amount We have negotiated with Participating Providers for the Emergency Service (and if more than one amount is negotiated, the median of the amounts); 2) 100% of the Allowed Amount for services provided by a Non-Participating Provider (i.e., the amount We would pay in the absence of any Cost-Sharing that would otherwise apply for services of Non-Participating Providers); or 3) the amount that would be paid under Medicare.

If a dispute involving a payment for physician services is submitted to an independent dispute resolution entity ("IDRE"), We will pay the amount, if any, determined by the IDRE for physician services.

You are responsible for any in-network Copayment, Deductible or Coinsurance. You will be held harmless for any Non-Participating Provider charges that exceed Your Copayment, Deductible or Coinsurance.



## **Non-emergency condition**

If you go to an emergency room for what is not an Emergency Medical Condition, the plan may not cover Your expenses. See the Schedule of Benefits and the *exception- Emergency services and urgent care and Preauthorization benefit reduction* sections for specific plan details.

## **In case of an urgent condition**

### **Urgent Condition**

If You need care for an Urgent Condition, You should first seek care through Your Physician, PCP. If Your Physician, PCP is not reasonably available to provide services, You may access urgent care from an Urgent Care Facility.

## **If Urgent Care results in an emergency admission, please follow the instructions for emergency Hospital admissions described above.**

### **Non-urgent care**

If You go to an Urgent Care Facility for what is not an Urgent Condition, the plan may not cover Your expenses. See the *exception –Emergency services and urgent care and Precertification benefit reduction* sections and the schedule of benefits for specific plan details.

## Specific conditions

### Autism spectrum disorder

We cover the following services when such services are prescribed or ordered by a licensed Physician or a licensed psychologist and are determined by Us to be Medically Necessary for the screening, diagnosis, and treatment of autism spectrum disorder. For purposes of this benefit, “autism spectrum disorder” means any pervasive developmental disorder defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders at the time services are rendered.

- 1. Screening and Diagnosis.** We cover assessments, evaluations, and tests to determine whether someone has autism spectrum disorder.
- 2. Assistive Communication Devices.** We cover a formal evaluation by a speech-language pathologist to determine the need for an assistive communication device. Based on the formal evaluation, We cover the rental or purchase of assistive communication devices when ordered or prescribed by a licensed Physician or a licensed psychologist if You are unable to communicate through normal means (i.e., speech or writing) when the evaluation indicates that an assistive communication device is likely to provide You with improved communication. Examples of assistive communication devices include communication boards and speech-generating devices. Coverage is limited to dedicated devices. We will only cover devices that generally are not useful to a person in the absence of a communication impairment. We do not cover items, such as, but not limited to, laptops, desktop, or tablet computers. We cover software and/or applications that enable a laptop, desktop, or tablet computer to function as a speech-generating device. Installation of the program and/or technical support is not separately reimbursable. We will determine whether the device should be purchased or rented.

We cover repair, replacement fitting and adjustments of such devices when made necessary by normal wear and tear or significant change in Your physical condition. We do not cover the cost of repair or replacement made necessary because of loss or damage caused by misuse, mistreatment, or theft; however, We cover one repair or replacement per device type that is necessary due to behavioral issues. Coverage will be provided for the device most appropriate to Your current functional level. We do not cover delivery or service charges or routine maintenance.

- 3. Behavioral Health Treatment.** We Cover counseling and treatment programs that are necessary to develop, maintain, or restore, to the maximum extent practicable, the functioning of an individual. We will provide such Coverage when provided by a licensed Provider. We Cover applied behavior analysis when provided by a licensed or certified applied behavior analysis Provider. “Applied behavior analysis” means 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 relationship between environment and behavior. The treatment program must describe measurable goals that address the condition and functional impairments for which the intervention is to be applied and include goals from an initial assessment and subsequent interim assessments over the duration of the intervention in objective and measurable terms.
- 4. Psychiatric and Psychological Care.** We Cover direct or consultative services provided by a psychiatrist, psychologist, or a licensed clinical social worker with the experience required by the New York Insurance Law, licensed in the state in which they are practicing.

5. **Therapeutic Care.** We Cover therapeutic services necessary to develop, maintain, or restore, to the greatest extent practicable, functioning of the individual when such services are provided by licensed or certified speech therapists, occupational therapists, physical therapists, and social workers to treat autism spectrum disorder and when the services provided by such Providers are otherwise Covered under this Certificate. Except as otherwise prohibited by law, services provided under this paragraph shall be included in any visit maximums applicable to services of such therapists or social workers under this Certificate.
6. **Pharmacy Care.** We Cover Prescription Drugs to treat autism spectrum disorder that are prescribed by a Provider legally authorized to prescribe under Title 8 of the New York Education Law. Coverage of such Prescription Drugs is subject to all the terms, provisions, and limitations that apply to Prescription Drug benefits under this Certificate.
7. **Limitations.** We do not Cover any services or treatment set forth above when such services or treatment are provided pursuant to an individualized education plan under the New York Education Law. The provision of services pursuant to an individualized family service plan under Section 2545 of the New York Public Health Law, an individualized education plan under Article 89 of the New York Education Law, or an individualized service plan pursuant to regulations of the New York State Office for People With Developmental Disabilities shall not affect coverage under this Certificate for services provided on a supplemental basis outside of an educational setting if such services are prescribed by a licensed Physician or licensed psychologist.

You are responsible for any applicable Copayment, Deductible or Coinsurance provisions under this Certificate for similar services. For example, any Copayment, Deductible or Coinsurance that applies to physical therapy visits will generally also apply to physical therapy services Covered under this benefit; and any Copayment, Deductible or Coinsurance for Prescription Drugs will generally also apply to Prescription Drugs Covered under this benefit. See the Schedule of Benefits section of this Certificate for the Cost-Sharing requirements that apply to applied behavior analysis services and assistive communication devices.

Nothing in this Certificate shall be construed to affect any obligation to provide coverage for otherwise-Covered Services solely on the basis that the services constitute early intervention program services pursuant to Section 3235-a of the New York Insurance Law or an individualized service plan pursuant to regulations of the New York State Office for People With Developmental Disabilities.

## **Birthing center**

We cover prenatal and postpartum care and obstetrical services from Your Provider. After Your child is born, Eligible Health Services include:

- 48 hours of care in a birthing center after a vaginal delivery
- 96 hours of care in a birthing center after a cesarean delivery

A birthing center is a facility specifically licensed as a freestanding birthing center by applicable state and federal laws to provide prenatal care, delivery and immediate postpartum care.

## **Diabetic equipment, supplies and education**

We cover diabetic equipment, supplies, and self-management education if recommended or prescribed by a Physician or other licensed Health Care Professional legally authorized to prescribe under Title 8 of the New York Education Law as described below:

### **Equipment and Supplies**

We cover the following equipment and related supplies for the treatment of diabetes when prescribed by Your Physician or other Provider legally authorized to prescribe:

- Acetone reagent strips
- Acetone reagent tablets
- Alcohol or peroxide by the pint
- Alcohol wipes
- All insulin preparations
- Automatic blood lance kit
- Blood glucose kit
- Blood glucose strips (test or reagent)
- Blood glucose monitor with or without special features for visually impaired,
- Blood glucose kit control solutions, and strips for home blood glucose monitor
- Cartridges for the visually impaired
- Diabetes data management systems
- Disposable insulin and pen cartridges
- Drawing-up devices for the visually impaired
- Equipment for use of the pump
- Glucagon for injection to increase blood glucose concentration
- Glucose acetone reagent strips
- Glucose reagent strips
- Glucose reagent tape
- Injection aides
- Injector (Busher) Automatic
- Insulin
- Insulin cartridge delivery
- Insulin infusion devices
- Insulin pump
- Lancets
- Oral agents such as glucose tablets and gels
- Oral anti-diabetic agents used to reduce blood sugar levels
- Syringe with needle; sterile 1 cc box
- Urine testing products for glucose and ketones
- Additional supplies, as the New York State Commissioner of Health shall designate by regulation as appropriate for the treatment of diabetes.

### **Self-Management Education**

Diabetes self-management education is designed to educate persons with diabetes as to the proper self-management and treatment of their diabetic condition, including information on proper diets. We cover education on self-management and nutrition when: diabetes is initially diagnosed; a Physician diagnoses a significant change in Your symptoms or condition which necessitates a change in Your self-management education; or when a refresher course is necessary. It must be provided in accordance with the following:

- By a Physician, other health care Provider authorized to prescribe under Title 8 of the New York Education Law, or their staff during an office visit;

- Upon the Referral of Your Physician or other health care Provider authorized to prescribe under Title 8 of the New York Education Law to the following non-Physician, medical educators: certified diabetes nurse educators; certified nutritionists; certified dietitians; and registered dietitians in a group setting when practicable; and
- Education will also be provided in Your home when Medically Necessary.

### **Limitations**

The items will only be provided in amounts that are in accordance with the treatment plan developed by the Physician for You. We cover only basic models of blood glucose monitors unless You have special needs relating to poor vision or blindness or as otherwise Medically Necessary.

### **Family planning services – other**

**Eligible health services** include certain family planning services provided by your **physician** such as:

- Voluntary sterilization for males
- Voluntary termination of pregnancy

### **Maternity and related newborn care**

We cover services for maternity care provided by a Physician or midwife, nurse practitioner, Hospital or birthing center. We cover prenatal care (including one visit for genetic testing), postnatal care, delivery, and complications of pregnancy. In order for services of a midwife to be covered, the midwife must be licensed pursuant to Article 140 of the New York Education Law, practicing consistent with Section 6951 of the New York Education Law and affiliated or practicing in conjunction with a facility licensed pursuant to Article 28 of the New York Public Health Law. We will not pay for duplicative routine services provided by both a midwife and a Physician. See the Inpatient Services section of this Certificate for coverage of inpatient maternity care.

We cover the cost of renting or the purchase of one breast pump per pregnancy for the duration of breast feeding.

Coverage also includes the services and supplies needed for circumcision by a Provider.

### **Mental health treatment**

#### **Inpatient Services**

We cover inpatient mental health care services relating to the diagnosis and treatment of mental, nervous and emotional disorders comparable to other similar Hospital, medical and surgical coverage provided under this Certificate. Coverage for inpatient services for mental health care is limited to facilities defined in New York Mental Hygiene Law Section 1.03(10), such as:

- A psychiatric center or inpatient facility under the jurisdiction of the New York State Office of Mental Health;
- A state or local government run psychiatric inpatient facility;
- A part of a Hospital providing inpatient mental health care services under an operating certificate issued by the New York State Commissioner of Mental Health;
- A comprehensive psychiatric emergency program or other facility providing inpatient mental health care that has been issued an operating certificate by the New York State Commissioner of Mental Health; and, in other states, to similarly licensed or certified facilities.

We also cover inpatient mental health care services relating to the diagnosis and treatment of mental, nervous and emotional disorders received at facilities that provide residential treatment, including Room and Board charges. Coverage for residential treatment services is limited to facilities defined in New York Mental Hygiene Law Section 1.03(33) and to residential treatment facilities that are part of a

comprehensive care center for eating disorders identified pursuant to Article 27-J of the New York Public Health Law; and, in other states, to facilities that are licensed or certified to provide the same level of treatment.

### **Outpatient Services**

We cover outpatient mental health care services, including but not limited to partial hospitalization program services and Intensive Outpatient Program services, relating to the diagnosis and treatment of mental, nervous and emotional disorders. Coverage for outpatient services for mental health care includes facilities that have been issued an operating certificate pursuant to Article 31 of the New York Mental Hygiene Law or are operated by the New York State Office of Mental Health and, in other states, to similarly licensed or certified facilities; and services provided by a licensed psychiatrist or psychologist; a licensed clinical social worker; a licensed mental health counselor; a licensed marriage and family therapist; a licensed psychoanalyst; or a professional corporation or a university faculty practice corporation thereof.

### **Limitations/Terms of Coverage**

We do not cover:

- Benefits or services deemed to be Cosmetic in nature on the grounds that changing or improving an individual's appearance is justified by the individual's mental health needs;
- Mental health benefits or services for individuals who are incarcerated, confined or committed to a local correctional facility or prison, or a custodial facility for Youth operated by the New York State Office of Children and Family Services; or
- Services solely because they are ordered by a court.

<b>Important note:</b>
Your plan covers Telemedicine only when you get your telephone or internet-based consult through an authorized internet service vendor who conducts Telemedicine consultations that has contracted with Aetna to offer these services. DocFind® tells you who those are.]

## **Substance Abuse**

### **Inpatient Services**

We cover inpatient substance use services relating to the diagnosis and treatment of substance use disorder. This includes coverage for Detoxification and rehabilitation services as a consequence of chemical use and/or substance use. Inpatient substance use services are limited to facilities in New York State which are certified by the Office of Alcoholism and Substance Abuse Services ("OASAS"); and, in other states, to those facilities that are licensed or certified by a similar state agency or which are accredited by the Joint Commission as alcoholism, substance abuse or chemical dependence treatment programs.

We also cover inpatient substance use services relating to the diagnosis and treatment of substance use disorder received at facilities that provide residential treatment, including Room and Board charges. Coverage for residential treatment services is limited to OASAS-certified facilities defined in 14 NYCRR 819.2(a)(1), 820.3(a)(1) and (2) and to services provided in such facilities in accordance with 14 NYCRR Parts 817 and 819; and, in other states, to those facilities that are licensed or certified by a similar state agency or which are accredited by the Joint Commission as alcoholism, substance abuse or chemical dependence treatment programs to provide the same level of treatment.

### **Outpatient Services**

We cover outpatient substance use services relating to the diagnosis and treatment of substance use disorder, including but not limited to partial hospitalization program services, intensive outpatient program services, and methadone treatment. Such coverage is limited to facilities in New York State that are certified by OASAS or licensed by OASAS as outpatient clinics or medically supervised ambulatory substance abuse programs, and, in

other states, to those that are licensed or certified by a similar state agency or which are accredited by the Joint Commission as alcoholism, substance abuse or chemical dependence treatment programs. Coverage is also available in a professional office setting for outpatient substance use services relating to the diagnosis and treatment of alcoholism, substance use disorder or by Physicians who have been granted a waiver pursuant to the federal Drug Addiction Treatment Act of 2000 to prescribe Schedule III, IV and V narcotic medications for the treatment of opioid addiction during the acute Detoxification stage of treatment or during stages of rehabilitation.

We also cover up to 20 outpatient visits per calendar year for family counseling. A family member will be deemed to be covered, for the purposes of this provision, so long as that family member: 1) identifies himself or herself as a family member of a person suffering from substance use disorder; and 2) is covered under the same family Certificate that covers the person receiving, or in need of, treatment for substance use and/or dependency. Our payment for a family member therapy session will be the same amount, regardless of the number of family members who attend the family therapy session.

**Important note:**

Your plan covers Telemedicine only when you get your telephone or internet-based consult through an authorized internet service vendor who conducts Telemedicine consultations that has contracted with Aetna to offer these services. DocFind® tells you who those are.]

## Obesity surgery

We cover obesity surgery, which is also known as “weight loss surgery.” Obesity surgery is a type of procedure performed on people who are Morbidly Obese, for the purpose of losing weight.

Obesity is typically diagnosed based on Your Body Mass Index (BMI). To determine whether You qualify for obesity surgery, Your doctor will consider Your BMI and any other condition or conditions You may have. In general, obesity surgery will not be approved for any member with a BMI less than 35.

Your doctor will request approval from Us in advance of Your Obesity surgery. We will cover charges made by a Network Provider for the following outpatient weight management services:

- An initial medical history and physical exam
- Diagnostic tests given or ordered during the first exam
- Outpatient Prescription Drug benefits included under the *Outpatient Prescription Drugs* section

Health care services include one Obesity surgical procedure. However, Eligible Health Services also include a multi-stage procedure when planned and approved by Us. Your health care services include adjustments after an approved lap band procedure. This includes approved adjustments in an office or outpatient setting.

You may go to any of Our Network facilities that perform Obesity surgeries.

## Oral Surgery

We cover the following limited dental and oral surgical procedures:

- Oral surgical procedures for jaw bones or surrounding tissue and dental services for the repair or replacement of sound natural teeth that are required due to accidental Injury. Replacement is covered only when repair is not possible. Dental services must be obtained within 12 months of the Injury.
- Oral surgical procedures for jaw bones or surrounding tissue and dental services necessary due to congenital disease or anomaly.
- Oral surgical procedures required for the correction of a non-dental physiological condition which has resulted in a severe functional impairment.

- Removal of tumors and cysts requiring pathological examination of the jaws, cheeks, lips, tongue, roof and floor of the mouth. Cysts related to teeth are not covered.
- Surgical/nonsurgical medical procedures for temporomandibular joint disorders and orthognathic surgery.

## **Reconstructive Breast Surgery**

We cover breast reconstruction surgery after a mastectomy or partial mastectomy. Coverage includes:

- all stages of reconstruction of the breast on which the mastectomy or partial mastectomy has been performed; surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- physical complications of the mastectomy or partial mastectomy, including lymphedemas, in a manner determined by You and Your attending Physician to be appropriate
- We also cover implanted breast prostheses following a mastectomy or partial mastectomy.

## **Reconstructive Surgery (Other than Breast Reconstruction after a Mastectomy) and supplies**

Eligible Health Services include reconstructive Surgery by Your Provider and related supplies provided in an inpatient or outpatient setting only in the following circumstances:

- Your Surgery corrects an accidental Injury that happened no more than 24 months before Your Surgery. For a covered person under age 18, the time period for coverage may be extended through age 18. Injuries that occur during Surgical Procedures or medical treatments are not considered accidental Injuries, even if unplanned or unexpected.
- Your Surgery is to implant or attach a covered prosthetic device.
- Your Surgery corrects a gross anatomical defect present at birth. The Surgery will be covered if:
  - The defect results in severe facial disfigurement or major functional impairment of a body part.
  - The purpose of the Surgery is to improve function.
- Your Surgery is needed because treatment of Your Illness resulted in severe facial disfigurement or major functional impairment of a body part, and Your surgery will improve function.

## **Transplant services**

We cover organ transplant services provided by a Physician and Hospital.

Organ means:

- Solid organ
- Hematopoietic stem cell
- Bone marrow

## **Network of transplant Specialist facilities**

The amount You will pay for covered transplant services is determined by where You get transplant services. You can get transplant services from:

- An Institutes of Excellence™ (IOE) facility We designate to perform the transplant You need
- A Non-IOE facility

The National Medical Excellence Program® will coordinate all solid organ and bone marrow transplants. And other specialized care You need.

## **Treatment of infertility**

We cover services for the diagnosis and treatment (surgical and medical) of Infertility when such Infertility is the result of malformation, disease or dysfunction. Such coverage is available as follows:



## **Basic Infertility Services**

Basic Infertility services will be provided to a Member who is an appropriate candidate for Infertility treatment. In order to determine eligibility, We will use guidelines established by the American College of Obstetricians and Gynecologists, the American Society for Reproductive Medicine, and the State of New York. However, Members must be between the ages of 21 and 44 (inclusive) in order to be considered a candidate for these services.

Basic Infertility services include:

- Initial evaluation;
- Semen analysis;
- Laboratory evaluation;
- Evaluation of ovulatory function;
- Postcoital test;
- Endometrial biopsy;
- Pelvic ultra sound;
- Hysterosalpingogram;
- Sono-hystogram;
- Testis biopsy;
- Blood tests; and
- Medically appropriate treatment of ovulatory dysfunction.

Additional tests may be covered if the tests are determined to be Medically Necessary.

## **Comprehensive Infertility Services**

If the basic Infertility services do not result in increased fertility, We cover comprehensive Infertility services.

Comprehensive Infertility services include:

- Ovulation induction and monitoring;
- Pelvic ultra sound;
- Artificial insemination;
- Hysteroscopy;
- Laparoscopy; and
- Laparotomy.



The first step to using Your comprehensive Infertility health care services is enrolling with Our National Infertility Unit (NIU). To enroll You can reach Our dedicated NIU at 1-800-575-5999.

## **Exclusions and Limitations**

We do not cover:

- In vitro fertilization, gamete intrafallopian tube transfers or zygote intrafallopian tube transfers;
- Costs for an ovum donor or donor sperm;
- Sperm storage costs;
- Cryopreservation and storage of embryos;
- Ovulation predictor kits;
- Reversal of tubal ligations;
- Reversal of vasectomies;
- Costs for and relating to surrogate motherhood (maternity services are Covered for Members acting as surrogate mothers);
- Cloning; or
- Medical and surgical procedures that are experimental or investigational, unless Our denial is overturned by an External Appeal Agent.

All services must be provided by Providers who are qualified to provide such services in accordance with the guidelines established and adopted by the American Society for Reproductive Medicine.

You are	Number of months of unprotected timed sexual intercourse:	Number of donor artificial insemination cycles: Self paid/not paid for by plan	You need to have an unmedicated day 3 FSH test done within the past:	The results of Your unmedicated day 3 FSH test:
A female under 35 years of age with a male partner	<b>A. 12 months or more</b> <b>or</b> 	<b>B. At least 12 cycles of donor insemination</b>	12 months	Must be less than 19 mIU/mL in Your most recent lab test
A female under 35 years of age without a male partner	Does not apply	Not coveredAt least 12 cycles of donor insemination	12 months	Must be less than 19 mIU/mL in Your most recent lab test
A female 35 years of age or older with a male partner	<b>A. 6 months or more</b> <b>or</b> 	<b>B. At least 6 cycles of donor insemination</b>	6 months	<b>If you are less than age 40</b> , must be less than 19 mIU/mL in Your most recent lab test  <b>If You are age 40 and older</b> , must be less than 19 mIU/mL in all prior tests performed after age 40.
A female 35 years of age or older without a male partner	Does not apply	Not coveredAt least 6 cycles of donor insemination	6 months	<b>If You are less than age 40</b> , must be less than 19 mIU/mL in Your most recent lab test  <b>If You are age 40 and older</b> , must be less than 19 mIU/mL in all prior tests performed after age 40.
A male of any age with a female partner under 35 years of age	12 months or more	Does not apply	Does not apply	Does not apply

A male of any age with a female partner 35 years of age or older	6 months or more	Does not apply	Does not apply	Does not apply
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Our NIU is here to help You. It is staffed by a dedicated team of registered nurses and Infertility coordinators with expertise in all areas of Infertility who can help:

- Enroll in the Infertility program.
- Assist You with precertification of Eligible Health Services.
- Coordinate precertification for comprehensive Infertility when these services are Eligible Health Services.
- Evaluate Your medical records to determine whether comprehensive Infertility services are reasonably likely to result in success.
- Determine whether comprehensive Infertility services are Eligible Health Services.

Your Provider will request approval from Us in advance for Your Infertility services. We will cover charges made by a network Infertility Specialist for the following Infertility services:

- Ovulation induction cycle(s) with menotropins.
- Intrauterine insemination.

A “cycle” is an attempt at ovulation induction or intrauterine insemination. The cycle begins with the initiation of therapy and ends when the treatment is followed by confirmation of non-pregnancy (either a negative pregnancy test or a menstrual period). In the case of the achievement of pregnancy, a cycle is considered completed at 6 weeks following a positive pregnancy test. Each treatment type is counted as a separate cycle.

## Specific therapies and tests

### Outpatient diagnostic testing

#### Diagnostic complex imaging services

We cover complex imaging services by a Provider, including:

- Computed tomography (CT) scans
- Magnetic resonance imaging (MRI) including Magnetic resonance spectroscopy (MRS), Magnetic resonance venography (MRV) and Magnetic resonance angiogram (MRA)
- Nuclear medicine imaging including Positron emission tomography (PET) scans
- Other outpatient diagnostic imaging service where the billed charge exceeds \$500

Complex imaging for preoperative testing is covered under this benefit.

### Diagnostic lab work and radiological services

We cover diagnostic radiological services (other than diagnostic complex imaging), lab services, and pathology and other tests, but only when You get them from a licensed radiological facility or lab.

### Chemotherapy

Eligible Health Services for chemotherapy depends on where treatment is received. In most cases, chemotherapy is covered as outpatient care. However, Your Hospital benefit covers the initial dose of chemotherapy after a cancer diagnosis during a Hospital Stay.

## **Outpatient infusion therapy**

We cover infusion therapy You receive in an outpatient setting including but not limited to:

- A free-standing outpatient facility
- The outpatient department of a Hospital
- A Physician in his/her office
- A home care Provider in Your home

You can access the list of preferred infusion locations by contacting Member Services by logging onto Your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com) or calling the number on the back of Your ID card.

Infusion therapy is the parenteral (i.e. intravenous) administration of prescribed medications or solutions.

Certain infused medications may be covered under the outpatient Prescription Drug coverage. You can access the list of Specialty Prescription Drugs by contacting Member Services or by logging onto Your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com) or calling the number on the back of Your ID card to determine if coverage is under the outpatient Prescription Drug benefit or this Certificate.

When Infusion therapy services and supplies are provided in Your home, they will not count toward any applicable Home Health Care maximums.

## **Specialty Prescription Drugs**

We cover Specialty Prescription Drugs when they are:

- Purchased by Your Provider, and
- Injected or infused by Your Provider in an outpatient setting such as:
  - A free-standing outpatient facility
  - The outpatient department of a Hospital
  - A Physician in his/her office
  - A home care Provider in Your home
- And, listed on Our Specialty Prescription Drug list as covered under this booklet-Certificate.

You can access the list of Specialty Prescription Drugs by contacting Member Services by logging onto Your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com) or calling the number on the back of Your ID card. to determine if coverage is under the outpatient Prescription drug benefit or this Certificate.

Certain injected and infused medications may be covered under the outpatient Prescription Drug coverage. You can access the list of Specialty Prescription Drugs by contacting Member Services or by logging onto Your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com) or calling the number on the back of Your ID card to determine if coverage is under the outpatient Prescription Drug benefit or this Certificate.

When injectable or infused services and supplies are provided in Your home, they will not count toward any applicable Home Health Care maximums.

## **Outpatient radiation therapy**

We cover the following radiology services provided by a Health Professional:

- Radiological services
- Gamma ray
- Accelerated particles
- Mesons

- Neutrons
- Radium
- Radioactive isotopes

## **Preadmission Testing**

We cover preadmission testing ordered by Your Physician and performed in Hospital outpatient facilities prior to a scheduled surgery in the same Hospital provided that:

- The tests are necessary for and consistent with the diagnosis and treatment of the condition for which the surgery is to be performed;
- Reservations for a Hospital bed and operating room were made prior to the performance of the tests;
- Surgery takes place within seven days of the tests; and
- the patient is physically present at the Hospital for the tests.

## **Short-term cardiac and pulmonary rehabilitation services**

We cover the cardiac and pulmonary rehabilitation services listed below.

### **Cardiac rehabilitation**

We cover cardiac rehabilitation services You receive at a Hospital, Skilled Nursing Facility or Physician's office, but only if those services are part of a treatment plan determined by Your risk level and ordered by Your Physician.

### **Pulmonary rehabilitation**

We cover pulmonary rehabilitation services as part Your inpatient Hospital Stay if it is part of a treatment plan ordered by Your Physician.

A course of outpatient pulmonary rehabilitation may also be eligible for coverage if it is performed at a Hospital, Skilled Nursing Facility, or Physician's office, is used to treat reversible pulmonary disease states, and is part of a treatment plan ordered by Your Physician.

## **Short-term rehabilitation services**

Short-term rehabilitation services help You restore or develop skills and functioning for daily living.

Eligible Health Services include short-term rehabilitation services Your Physician prescribes. The services have to be performed by:

- A licensed or certified physical, occupational or speech therapist
- A Hospital, skilled Nursing Facility, or Hospice Facility
- A Home Health Care Agency
- A Physician

Short-term rehabilitation services have to follow a specific treatment plan, ordered by Your Physician.

## **Outpatient cognitive rehabilitation, physical, occupational, and speech therapy**

Eligible Health Services include:

- Physical therapy, but only if it is expected to significantly improve or restore physical functions lost as a result of an acute Illness, Injury or Surgical Procedure.
- Occupational therapy (except for vocational rehabilitation or employment counseling), but only if it is expected to:
  - Significantly improve, develop or restore physical functions You lost as a result of an acute Illness, Injury or Surgical Procedure, or
  - Relearn skills so You can significantly improve Your ability to perform the activities of daily living on Your own.

- Speech therapy, but only if it is expected to:
  - Significantly improve or restore the speech function or correct a speech impairment as a result of an acute illness, injury or surgical procedure, or
  - Improve delays in speech function development caused by a gross anatomical defect present at birth.

Speech function is the ability to express thoughts, speak words and form sentences. Speech impairment is difficulty with expressing one's thoughts with spoken words.

- Cognitive rehabilitation associated with physical rehabilitation, but only when:
  - Your cognitive deficits are caused by neurologic impairment due to trauma, stroke, or encephalopathy and
  - The therapy is coordinated with us as part of a treatment plan intended to restore previous cognitive function.

## **Habilitation therapy services for Autism Spectrum Disorder treatment**

Habilitation therapy services are services that help you keep, learn, or improve skills and functioning for daily living (e.g. therapy for a child who isn't walking or talking at the expected age).

Eligible Health Services include habilitation therapy services Your Physician prescribes. The services have to be performed by:

- A licensed or certified physical, occupational or speech therapist
- A Hospital, Skilled Nursing Facility, or Hospice Facility
- A Home Health Care Agency
- A Physician

Habilitation therapy services have to follow a specific treatment plan, ordered by Your Physician.

## **Outpatient physical, occupational, and speech therapy**

Eligible Health Services include:

- Physical therapy, if it is expected to develop any impaired function.
- Occupational therapy (except for vocational rehabilitation or employment counseling), if it is expected to:
  - Develop any impaired function, or
  - Relearn skills to significantly develop Your ability to perform the activities of daily living on Your own.
- Speech therapy is covered provided the therapy is expected to:
  - Develop speech function as a result of delayed development
 (Speech function is the ability to express thoughts, speak words and form sentences).

## **Telemedicine Program**

We Cover online internet consultations between You and Providers who participate in Our Telemedicine program for medical conditions that are not an Emergency Condition.

## **Other services**

### **Acupuncture**

We cover the treatment by the use of acupuncture (manual or electroacupuncture) provided by Your Physician, if the service is performed:

- As a form of anesthesia in connection with a covered surgical procedure

### **Ambulance service and Pre-Hospital Emergency Medical Services**

Please refer to the Schedule of Benefits section of this Certificate for Cost-Sharing requirements, day or visit limits, and any Preauthorization or Referral requirements that apply to these benefits. Pre-Hospital Emergency Medical Services and Ambulance services for the treatment of an Emergency Condition do not require Preauthorization.

### **Emergency Ambulance Transportation**

We cover Pre-Hospital Emergency Medical Services for the treatment of an Emergency Condition when such services are provided by an Ambulance service.

“Pre-Hospital Emergency Medical Services” means the prompt evaluation and treatment of an Emergency Condition and/or non-airborne transportation to a Hospital. The services must be provided by an Ambulance service issued a certificate under the New York Public Health Law. We will, however, only cover transportation to a Hospital provided by such an Ambulance service when a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of such transportation to result in:

- Placing the health of the person afflicted with such condition or, with respect to a pregnant woman, the health of the woman or her unborn child in serious jeopardy, or in the case of a behavioral condition, placing the health of such person or others in serious jeopardy;
- Serious impairment to such person’s bodily functions;
- Serious dysfunction of any bodily organ or part of such person; or
- Serious disfigurement of such person.

An Ambulance service may not charge or seek reimbursement from You for Pre-Hospital Emergency Medical Services except for the collection of any applicable Copayment, Deductible or Coinsurance.

We also cover emergency Ambulance transportation by a licensed Ambulance service (either ground, water or air Ambulance) to the nearest Hospital where Emergency Services can be performed.

### **Non-Emergency Ambulance Transportation**

We cover non-emergency Ambulance transportation by a licensed service (either ground or air Ambulance, as appropriate) between Facilities when the transport is any of the following:

- From a non-participating Hospital to a participating Hospital;
- To a Hospital that provides a higher level of care that was not available at the original Hospital;
- To a more cost-effective acute care Facility; or
- From an acute care Facility to a sub-acute setting.

### **Limitations/Terms of Coverage**

- We do not cover travel or transportation expenses, unless connected to an Emergency Condition or due to a Facility transfer approved by Us, even though prescribed by a Physician.
- We do not cover non-Ambulance transportation such as ambulette, van or taxi cab.
- Coverage for air Ambulance related to an Emergency Condition or air Ambulance related to non-emergency transportation is provided when Your medical condition is such that transportation by land Ambulance is not appropriate; and Your medical condition requires immediate and rapid Ambulance transportation that cannot be provided by land Ambulance; and one (1) of the following is met:
  - The point of pick-up is inaccessible by land vehicle; or
  - Great distances or other obstacles (e.g., heavy traffic) prevent Your timely transfer to the nearest Hospital with appropriate facilities.

### **Chiropractic care**

We cover chiropractic care when performed by a Doctor of Chiropractic (“chiropractor”) or a Physician in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for the purpose of removing nerve interference and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of the vertebral column. This includes assessment, manipulation and any modalities. Any laboratory tests will be covered in accordance with the terms and conditions of this Certificate.

### **Clinical trials**

We cover the routine patient costs for Your participation in an approved clinical trial and such coverage shall not be subject to Utilization Review if You are:

- Eligible to participate in an approved clinical trial to treat either cancer or other life-threatening disease or condition; and
- Referred by a Participating Provider who has concluded that Your participation in the approved clinical trial would be appropriate.

All other clinical trials, including when You do not have cancer or other life-threatening disease or condition, may be subject to the Utilization Review and External Appeal sections of this Certificate.

We do not cover:

- the costs of the investigational drugs or devices;
- the costs of non-health services required for You to receive the treatment;
- the costs of managing the research; or
- the costs that would not be covered under this Certificate for non-investigational treatments provided in the clinical trial.

An “approved clinical trial” means a phase I, II, III, or IV clinical trial that is:

- A federally funded or approved trial;
- Conducted under an investigational drug application reviewed by the federal Food and Drug Administration; or
- A drug trial that is exempt from having to make an investigational new drug application.



## **Dialysis coverage**

We cover dialysis treatments of an acute or chronic kidney ailment.

We also Cover dialysis treatments provided by a Non-Participating Provider subject to all the following conditions:

- The Non-Participating Provider is duly licensed to practice and authorized to provide such treatment.
- The Non-Participating Provider is located outside Our Service Area.
- The Participating Provider who is treating You has issued a written order indicating that dialysis treatment by the Non-Participating Provider is necessary.
- You notify Us in writing at least 30 days in advance of the proposed treatment date(s) and include the written order referred to above. The 30-day advance notice period may be shortened when You need to travel on sudden notice due to a family or other emergency, provided that We have a reasonable opportunity to review Your travel and treatment plans.
- We have the right to Preauthorize the dialysis treatment and schedule.
- We will provide benefits for no more than 10 dialysis treatments by a Non-Participating Provider per Member per calendar year.
- Benefits for services of a Non-Participating Provider are Covered when all the above conditions are met and are subject to any applicable Cost-Sharing that applies to dialysis treatments by a Participating Provider. However, You are also responsible for paying any difference between the amount We would have paid had the service been provided by a Participating Provider and the Non-Participating Provider's charge.

## **Durable Medical Equipment (DME)**

Durable Medical Equipment is equipment which is:

- Designed and intended for repeated use;
- Primarily and customarily used to serve a medical purpose;
- Generally not useful to a person in the absence of disease or injury; and
- Appropriate for use in the home.

Coverage is for standard equipment only. We Cover the cost of repair or replacement when made necessary by normal wear and tear. We do not Cover the cost of repair or replacement that is the result of misuse or abuse by You. We will determine whether to rent or purchase such equipment. We do not Cover over-the-counter durable medical equipment.

We do not Cover equipment designed for Your comfort or convenience (e.g., pools, hot tubs, air conditioners, saunas, humidifiers, dehumidifiers, exercise equipment), as it does not meet the definition of Durable Medical Equipment.

## **Nutritional supplements**

Eligible Health Services include formula and low protein modified food products ordered by a Physician for the treatment of phenylketonuria or an inherited disease of amino and organic acids.

For purposes of this benefit, "low protein modified food product" means foods that are specifically formulated to have less than one gram of protein per serving and are intended to be used under the direction of a Physician for the dietary treatment of any inherited metabolic disease. Low protein modified food products do not include foods that are naturally low in protein.

## Prosthetic devices

### External Prosthetic Devices

We Cover prosthetic devices (including wigs) that are worn externally and that temporarily or permanently replace all or part of an external body part that has been lost or damaged because of an injury or disease. We Cover wigs only when You have severe hair loss due to injury or disease or as a side effect of the treatment of a disease (e.g., chemotherapy). We do not Cover wigs made from human hair unless You are allergic to all synthetic wig materials.

We do not Cover dentures or other devices used in connection with the teeth unless required due to an accidental injury to sound natural teeth or necessary due to congenital disease or anomaly.

We do not Cover orthotics (e.g., shoe inserts).

We Cover external breast prostheses following a mastectomy, which are not subject to any lifetime limit.

Coverage is for standard equipment only.

We Cover the cost of one (1) prosthetic device, per limb, per lifetime. We also Cover the cost of repair and replacement of the prosthetic device and its parts. We do not Cover the cost of repair or replacement covered under warranty or if the repair or replacement is the result of misuse or abuse by You.

### Internal Prosthetic Devices

We Cover surgically implanted prosthetic devices and special appliances if they improve or restore the function of an internal body part which has been removed or damaged due to disease or injury. This includes implanted breast prostheses following a mastectomy or partial mastectomy in a manner determined by You and Your attending Physician to be appropriate.

Coverage also includes repair and replacement due to normal growth or normal wear and tear.

Coverage is for standard equipment only.

## Second Opinions

**Second Cancer Opinion.** We cover a second medical opinion by an appropriate Specialist, including but not limited to a Specialist affiliated with a specialty care center, in the event of a positive or negative diagnosis of cancer or a recurrence of cancer or a recommendation of a course of treatment for cancer. You may obtain a second opinion from a Non-Participating Provider on an in-Network basis when Your attending Physician provides a written Referral to a Non-participating Specialist.

**Second Surgical Opinion.** We cover a second surgical opinion by a qualified Physician on the need for Surgery.

**Second Opinions in Other Cases.** There may be other instances when You will disagree with a Provider's recommended course of treatment. In such cases, You may request that We designate another Provider to render a second opinion. If the first and second opinions do not agree, We will designate another Provider to render a third opinion. After completion of the second opinion process, We will Preauthorize Covered Services supported by a majority of the Providers reviewing Your case.

## **Vision care**

### **Routine vision exams**

Eligible Health Services include a routine vision exam provided by an ophthalmologist or optometrist. The exam will include refraction and glaucoma testing.

# Outpatient Prescription Drugs

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## What You need to know about Your outpatient Prescription Drug plan

Read this section carefully so that You know:

- How to access Participating Pharmacies
- How to access Non-Participating Pharmacies
- Eligible Health Services under Your outpatient Prescription Drug plan
- What outpatient Prescription Drugs are covered
- Other services
- How You get an emergency Prescription filled
- Where Your Schedule of Benefits fits in
- What Precertification requirements apply
- What Your plan doesn't cover – some Eligible Health Service Exclusions
- How You share the cost of Your outpatient Prescription Drugs

Some Prescription Drugs may not be covered or coverage may be limited. This does not keep You from getting Prescription Drugs that are not Covered Benefits. You can still fill Your Prescription, but You have to pay for it Yourself. For more information see the *Where Your Schedule of Benefits fits in* section, and see the Schedule of Benefits.

A Pharmacy may refuse to fill a Prescription order or refill when in the professional judgment of the pharmacist the Prescription should not be filled.

## How to access Participating Pharmacies

### How do You find a Participating Pharmacy?

You can find a Participating Pharmacy in two ways:

- **Online:** By logging onto your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com).
- **By phone:** Call the toll-free Member Services number on Your member ID card. During regular business hours, a Member Services representative can assist You. Our automated telephone assistant can give You this information 24 hours a day.

You may go to any Participating Pharmacies. Pharmacies include Network Retail, Mail Order and Specialty Pharmacies.

## How to access Non-Participating Pharmacies

You can directly access a Non-Participating Pharmacy to get covered outpatient Prescription Drugs.

If You use a Non-Participating Pharmacy to obtain outpatient Prescription Drugs, You are subject to a higher out-of-pocket expense and are responsible for:

- Paying Your Non-Participating outpatient Prescription Drug Deductible
- Your Non-Participating Coinsurance
- Any charges over Our Recognized Charge
- Submitting Your own claims

## **Eligible Health Services under Your outpatient Prescription Drug plan include:**

Any Pharmacy service that meets these three requirements:

- They are listed in the *Eligible Health Services under Your plan* section.
- They are not carved out in the *Exclusions* section.
- They are not beyond any limits in the Schedule of Benefits

Your plan benefits are covered when You follow the plan's general rules:

- You need a Prescription from Your Prescriber.
- Your drug needs to be Medically Necessary for your Illness or Injury. See the *Medical Necessity and Preauthorization* requirements section.
- You need to show Your ID card to the Pharmacy when You get a Prescription filled.

Your outpatient Prescription Drug plan is based on drugs in the drug guide. The drug guide includes both Brand-Name Prescription Drugs and Generic Prescription Drugs. Your out-of-pocket costs may be higher if Your Prescriber prescribes a Prescription Drug not listed in the drug guide.

Generic Prescription Drugs may be substituted by Your pharmacist for Brand-Name Prescription Drugs. Your out-of-pocket costs may be less if You use a Generic Prescription Drug when available.

Prescription drugs covered by this plan are subject to misuse, waste, and/or abuse utilization review by us, your Provider, and/or your Pharmacy. The outcome of this review may include: limiting coverage of the applicable drug(s) to one prescribing Provider and/or one Pharmacy, limiting the quantity, dosage, day supply, requiring a partial fill or denial of coverage.

## **What Prescription Drugs are covered**

Your Prescriber may give You a Prescription in different ways, including:

- Writing out a Prescription that You then take to a Participating Pharmacy.
- Calling or e-mailing a Participating Pharmacy to order the medication.
- Submitting Your Prescription electronically.

Once You receive a Prescription from Your Prescriber, You may fill the Prescription at a Participating Retail, Mail Order or Specialty Pharmacy.

### **Retail pharmacy**

Generally, Retail Pharmacies may be used for up to a 30 day supply of Prescription Drugs. You should show Your ID card to the Participating Pharmacy every time You get a Prescription filled. The Participating Pharmacy will calculate Your claim online. You will pay any cost sharing directly to the Participating Pharmacy.

You do not have to complete or submit claim forms. The Participating Pharmacy will take care of claim submission.

See the Schedule of Benefits for details on supply limits and cost sharing.

### **Mail Order Pharmacy**

Generally, the drugs available through mail order are maintenance drugs that You take on a regular basis for a chronic or long-term medical condition.

Outpatient Prescription Drugs are covered when dispensed by a Network Mail Order Pharmacy. Each Prescription is limited to a maximum 90 day supply. Prescriptions for less than a 30 day supply or more than a 90 day supply are not eligible for coverage when dispensed by a Network Mail Order Pharmacy.

## Specialty pharmacy

Specialty Prescription Drugs are covered when dispensed through a Participating Retail or Specialty Pharmacy.

Specialty Prescription Drugs often include typically high-cost drugs that require special handling, special storage or monitoring and include but are not limited to oral, topical, inhaled and injected routes of administration. You can access the list of Specialty Care Prescription Drugs by contacting Member Services by logging onto Your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com) or calling the number on the back of Your ID card.

All Specialty Prescription Drugs refills after the initial fill must be filled at a Participating Specialty Pharmacy except for urgent situations.

See the Schedule of Benefits for details on supply limits and cost sharing.

## Other services

### Preventive Contraceptives

For females who are able to reproduce, your outpatient Prescription Drug plan covers certain drugs and devices that the U.S. Food and Drug Administration (FDA) has approved to prevent pregnancy when prescribed by a Prescriber and the Prescription is submitted to the pharmacist for processing. Your outpatient Prescription Drug plan also covers related services and supplies needed to administer covered devices. At least one form of contraception in each of the methods identified by the FDA is included. You can access the list of contraceptive drugs by logging onto your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com) or calling the number on your ID card.

We cover over-the-counter (OTC) and Generic Prescription Drugs and devices for each of the methods identified by the FDA at no cost share. If a Generic Prescription Drug or device is not available for a certain method, you may obtain certain Brand-Name Prescription Drug for that method at no cost share.

**Important Note:** You may qualify for a medical exception. If Your Prescriber documents a medical exception and submits the exception to Us, certain FDA-approved Brand-Name or non-formulary contraceptives may also be covered as preventive.

### Diabetic supplies

Eligible Health Services include but are not limited to the following diabetic supplies upon Prescription by a Prescriber:

- Injection devices including insulin syringes, needles and pens
- Test strips - blood glucose, ketone and urine
- Blood glucose calibration liquid
- Lancet devices and kits
- Alcohol swabs

See your medical plan benefits for coverage of blood glucose meters and insulin pumps.

## **Enteral formulas**

We cover non-Prescription enteral formulas for home use, whether administered orally or via tube feeding, for which a Physician or other licensed Provider has issued a written order. The written order must state that the enteral formula is Medically Necessary and has been proven effective as a disease-specific treatment regimen for patients whose condition would cause them to become malnourished or suffer from disorders resulting in chronic disability, mental retardation, or death, if left untreated, including but not limited to: inherited diseases of amino acid or organic acid metabolism; Crohn's disease; gastro-esophageal reflux with failure to thrive; gastro-esophageal motility such as chronic intestinal pseudo-obstruction; and multiple severe food allergies.

## **Eye drops (early refills)**

For prescription eye drop medication, We allow for the limited refilling of the prescription prior to the last day of the approved dosage period without regard to any coverage restrictions on early Refill of renewals. To the extent practicable, the quantity of eye drops in the early refill will be limited to the amount remaining on the dosage that was initially dispensed. Your Cost-Sharing for the limited refill is the amount that applies to each Prescription or refill as shown in the Schedule of Benefits section of this Certificate.

## **Infertility drugs**

We cover injectable, self-injectable and oral synthetic ovulation stimulant Prescription Drugs used primarily for the purpose of treating the underlying cause of Infertility.

## **Off-label use**

U.S. Food and Drug Administration (FDA) approved Prescription Drugs may be covered when the off-label use of the drug has not been approved by the FDA for your symptom(s). Eligibility for coverage is subject to the following:

- The drug must be accepted as safe and effective to treat your symptom(s) in one of the following standard compendia:
  - American Society of Health-System Pharmacists Drug Information (AHFS Drug Information)
  - Thomson Micromedex DrugDex System (DrugDex)
  - Clinical Pharmacology (Gold Standard, Inc.) or
  - The National Comprehensive Cancer Network (NCCN) Drug and Biologics Compendium; or
- Use for your symptom(s) has been proven as safe and effective by at least one well-designed controlled clinical trial, (i.e., a Phase III or single center controlled trial, also known as Phase II). Such a trial must be published in a peer reviewed medical journal known throughout the U.S. and either:
  - The dosage of a drug for your symptom(s) is equal to the dosage for the same symptom(s) as suggested in the FDA-approved labeling or by one of the standard compendia noted above, or
  - The dosage has been proven to be safe and effective for your symptom(s) by one or more well-designed controlled clinical trials. Such a trial must be published in a peer reviewed medical journal.

Health care services related to off-label use of these drugs may be subject to Preauthorization, Step Therapy or other requirements or limitations.

## **Orally administered anti-cancer drugs, including chemotherapy drugs**

Eligible Health Services include any drug prescribed for the treatment of cancer if it is recognized for treatment of that indication in a standard reference compendium or recommended in the medical literature even if the drug is not approved by the FDA for a particular indication.

## **Over-the-counter drugs**

Eligible Health Services include certain over-the-counter medications, as determined by the plan. Coverage of the selected over-the-counter medications requires a Prescription. You can access the list by logging onto your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com).

### **Preventive care drugs and supplements**

We cover preventive care drugs and supplements (including over-the-counter drugs and supplements) as required by the ACA guidelines when prescribed by a Prescriber and the Prescription is submitted to the pharmacist for processing.

### **Risk reducing breast cancer prescription drugs**

We cover Prescription Drugs when prescribed by a Prescriber and the Prescription is submitted to the pharmacist for processing for a woman who is at:

- Increased risk for breast cancer, and
- Low risk for adverse medication side effects

### **Sexual dysfunction/enhancement**

We cover Prescription Drugs for the treatment of sexual dysfunction/enhancement. For the most up-to-date information on dosing, call the toll-free number on your ID card.

### **Tobacco cessation prescription and over-the-counter drugs**

Eligible Health Services include FDA-approved Prescription Drugs and over-the-counter (OTC) drugs to help stop the use of tobacco products, when prescribed by a Prescriber and the Prescription is submitted to the pharmacist for processing.

### **Obesity drugs**

Eligible Health Services include charges made by a Participating Pharmacy for Prescription Drugs prescribed by a Prescriber for the sole purpose of weight loss (anti-obesity agents).

You must be diagnosed by a Physician as having one of the medical conditions listed below. The diagnosis must be documented by a Physician the results of a physical exam and outpatient diagnostic lab work.

The medical conditions are:

- Morbid Obesity; and/or
- obesity with body mass index levels (for one or more of the following obesity-related risk factors) that are considered serious enough, by the most current generally accepted standards of medical practice, to justify a Prescription Drug treatment plan:
  - Hypertension;
  - Dyslipidemia (LDL cholesterol, HDL cholesterol, Triglycerides);
  - Coronary heart disease;
  - Type 2 diabetes mellitus; or
  - Obstructive sleep apnea.

Limitations:

You may not be covered for more than one anti-obesity Prescription Drug or agent at one time.



## How You get an Emergency Prescription filled

You may not have access to a Participating Pharmacy in an Emergency or Urgent Care situation, or You may be traveling outside of the plan’s Service Area. If you must fill a Prescription in either situation, We will reimburse You as shown in the table below.

Type of pharmacy	Your cost share
<b>Participating Pharmacy</b>	<ul style="list-style-type: none"> <li>You pay the Copayment.</li> </ul>
<b>Non-Participating Pharmacy</b>	<ul style="list-style-type: none"> <li>You pay the Pharmacy directly for the cost of the Prescription. Then you fill out and send a Prescription Drug refund form to Us, including all itemized Pharmacy receipts.</li> <li>Coverage is limited to items obtained in connection with covered Emergency and out-of-area Urgent Care services.</li> <li>Submission of a claim doesn’t guarantee payment. If Your claim is approved, You will be reimbursed the cost of Your Prescription less your Copayment/Coinsurance.</li> </ul>

## Emergency Supply of Prescription Drugs for Substance Use Disorder Treatment

If You have an Emergency Condition, You may immediately access, without Preauthorization, a five (5) day emergency supply of a Prescription Drug for the treatment of a substance use disorder, including a Prescription Drug to manage opioid withdrawal and/or stabilization and for opioid overdose reversal. If You have a Copayment, it will be the same Copayment that would apply to a 30-day supply of the Prescription Drug. If You receive an additional supply of the Prescription Drug within the 30-day period in which You received the emergency supply, You will not be responsible for an additional Copayment for the remaining 30-day supply of that Prescription Drug.

In this paragraph, “Emergency Condition” means a substance use disorder condition that manifests itself by Acute symptoms of sufficient severity, including severe pain or the expectation of severe pain, such that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

- Placing the health of the person afflicted with such condition or, with respect to a pregnant woman, the health of the woman or her unborn child in serious jeopardy, or in the case of a behavioral condition, placing the health of such person or others in serious jeopardy;
- Serious impairment to such person’s bodily functions;
- Serious dysfunction of any bodily organ or part of such person; or
- Serious disfigurement of such person.

## Where Your Schedule of Benefits fits in

You are responsible for paying Your part of the cost sharing. The Schedule of Benefits shows any benefit limitations and any out-of-pocket costs You are responsible for. Keep in mind that You are responsible for costs not covered under this plan.

Your outpatient Prescription Drug costs are based on:

- The type of Prescription You use.
- Where You fill Your Prescription, at a Participating, Retail, Mail Order or Specialty Pharmacy.

The plan may in certain circumstances make some Preferred Brand-Name Prescription Drugs available to members at the Generic Copayment level.

### **How Your Copayment/Coinsurance works**

Your Copayment/Coinsurance is the amount You pay for each Prescription fill or refill. Your Schedule of Benefits shows You which Copayments/Coinsurance You need to pay for specific Prescription fill or refill. You will pay any cost sharing directly to the Participating Pharmacy.

### **What Preauthorization requirements apply**

For certain drugs, You, Your Prescriber or Your pharmacist needs to get approval from Us before We will cover the drug. This is called "Preauthorization" The requirement for getting approval in advance guides appropriate use of preauthorized drugs and makes sure they are Medically Necessary. For the most up-to-date information, call the toll-free number on Your member ID card or log on to Your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com).

There is another type of Preauthorization for Prescription Drugs, and that is Step Therapy. Step therapy is a type of Preauthorization where We require You to first try certain drugs to treat Your medical condition before We will cover another drug for that condition.

You will find the Step Therapy Prescription Drugs on the drug guide. For the most up-to-date information, call the toll-free Member Services number on Your member ID card or log on to Your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com).

Sometimes You or Your Prescriber may seek a medical exception to get health care services for drugs not listed on the Drug Guide or for which health care services are denied through Precertification or Step Therapy. You or Your Prescriber can contact Us and will need to provide Us with the required clinical documentation. Any waiver granted as a result of a medical exception shall be based upon an individual, case by case determination, and will not apply or extend to other covered persons. If approved by Us, You will receive the Preferred or Non-preferred benefit level. See the Schedule of Benefits for details on cost sharing. If coverage is denied, You are entitled to an Appeal as described in the Utilization Review and External Appeal sections of this Certificate.

### **Prescribing units**

Some outpatient Prescription Drugs are subject to quantity limits. These quantity limits help Your Prescriber and pharmacist check that Your outpatient Prescription Drug is used correctly and safely. We rely on medical guidelines, FDA-approved recommendations and other criteria developed by Us to set these quantity limits.

Some outpatient Prescription drugs are limited to 100 units dispensed per Prescription order or refill.

Any outpatient Prescription Drug that has duration of action extending beyond one (1) month shall require the number of Copayments per prescribing unit that is equal to the anticipated duration of the medication. For example, a single injection of a drug that is effective for three (3) months would require three (3) Copayments.

Specialty Prescription Drugs are subject to supply limits.

For coverage of Depo-Provera, an injectable contraceptive, You are responsible for the applicable Copayment/outpatient Prescription Drug Deductible listed in the Schedule of Benefits for a 90 day supply. Coverage is limited to a maximum of 5 vials per 90 day supply per Calendar Year.

Plan approved blood glucose meters, asthma holding chambers and peak flow meters are Eligible Health Services, but are limited to one (1) Prescription order per Calendar Year.

We reserve the right to include only one manufacturer's product on the Drug Guide when the same or similar drug (that is, a drug with the same active ingredient), supply or equipment is made by two or more different manufacturers.

We reserve the right to include only one dosage or form of a drug on the Drug Guide when the same drug (that is, a drug with the same active ingredient) is available in different dosages or forms from the same or different manufacturers. The product in the dosage or form that is listed on Our Drug Guide will be covered at the applicable Copayment or Coinsurance.

## What Your plan doesn't cover – Exclusions and limitations

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No coverage is available under this Certificate for the following:

### General exceptions

#### **Aviation.**

We do not cover services arising out of aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline.

#### **Convalescent and Custodial Care.**

We do not cover services related to rest cures, custodial care or transportation. "Custodial care" means help in transferring, eating, dressing, bathing, toileting and other such related activities. Custodial care does not include Covered Services determined to be Medically Necessary.

#### **Conversion Therapy**

We do not cover conversion therapy. Conversion therapy is any practice by a mental health professional that seeks to change the sexual orientation or gender identity of a Member under 18 years of age, including efforts to change behaviors, gender expressions, or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same sex. Conversion therapy does not include counseling or therapy for an individual who is seeking to undergo a gender transition or who is in the process of undergoing a gender transition, that provides acceptance, support, and understanding of an individual or the facilitation of an individual's coping, social support, and identity exploration and development, including sexual orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, provided that the counseling or therapy does not seek to change sexual orientation or gender identity.

#### **Cosmetic Services.**

We do not cover Cosmetic services, Prescription Drugs, or Surgery, unless otherwise specified, except that Cosmetic Surgery shall not include reconstructive Surgery when such service is incidental to or follows Surgery resulting from trauma, infection or diseases of the involved part, and reconstructive Surgery because of congenital disease or anomaly of a covered child which has resulted in a functional defect. We also cover services in connection with reconstructive Surgery following a mastectomy, as provided elsewhere in this Certificate. Cosmetic Surgery does not include Surgery determined to be Medically Necessary. If a claim for a procedure listed in 11 NYCRR 56 (e.g., certain plastic Surgery and dermatology procedures) is submitted retrospectively and without medical information, any denial will not be subject to the Utilization Review process in the Utilization Review and External Appeal sections of this Certificate unless medical information is submitted.

#### **Coverage Outside of the United States, Canada or Mexico.**

We do not cover care or treatment provided outside of the United States, its possessions, Canada or Mexico except for Emergency Services, Pre-Hospital Emergency Medical Services and Ambulance services to treat Your Emergency Condition.

#### **Dental Services.**

We do not cover dental services except for: care or treatment due to accidental Injury to sound natural teeth within 12 months of the accident; dental care or treatment necessary due to congenital disease or anomaly; or dental care or treatment specifically stated in the Outpatient and Professional Services sections of this Certificate.

**Experimental or Investigational Treatment.**

We do not cover any health care service, procedure, treatment, device, or Prescription Drug that is experimental or investigational. However, We will cover experimental or investigational treatments, including treatment for Your rare disease or patient costs for Your participation in a clinical trial as described in the Outpatient and Professional Services section of this Certificate, or when Our denial of services is overturned by an External Appeal Agent certified by the State. However, for clinical trials, We will not cover the costs of 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 covered under this Certificate for non-investigational treatments. See the Utilization Review and External Appeal sections of this Certificate for a further explanation of Your Appeal rights.

**Felony Participation.**

We do not cover any illness, treatment or medical condition due to Your participation in a felony, riot or insurrection. This exclusion does not apply to coverage for services involving injuries suffered by a victim of an act of domestic violence or for services as a result of Your medical condition (including both physical and mental health conditions).

**Foot Care.**

We do not cover routine foot care in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain or symptomatic complaints of the feet. However, we will cover foot care when You have a specific medical condition or disease resulting in circulatory deficits or areas of decreased sensation in Your legs or feet.

**Government Facility.**

We do not cover care or treatment provided in a Hospital that is owned or operated by any federal, state or other governmental entity, except as otherwise required by law unless You are taken to the Hospital because it is close to the place where You were injured or became ill and Emergency Services are provided to treat Your Emergency Condition.

**Medically Necessary.**

In general, We will not cover any health care service, procedure, treatment, test, device or Prescription Drug that We determine is not Medically Necessary. If an External Appeal Agent certified by the State overturns Our denial, however, We will cover the service, procedure, treatment, test, device or Prescription Drug for which coverage has been denied, to the extent that such service, procedure, treatment, test, device or Prescription Drug is otherwise covered under the terms of this Certificate.

**Medicare or Other Governmental Program.**

We do not cover services if benefits are provided for such services under the federal Medicare program or other governmental program (except Medicaid). When You are eligible for Medicare, We will reduce Our benefits by the amount Medicare would have paid for the Covered Services. Except as otherwise required by law, this reduction is made even if You fail to enroll in Medicare or You do not pay Your Medicare premium. Benefits for Covered Services will not be reduced if We are required by federal law to pay first or if You are not eligible for premium-free Medicare Part A.

**Military Service.**

We do not cover an illness, treatment or medical condition due to service in the Armed Forces or auxiliary units.

**No-Fault Automobile Insurance.**

We do not cover any benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable. This exclusion applies even if You do not make a proper or timely claim for the benefits available to You under a mandatory no-fault policy.

**Services Not Listed.**

We do not cover services that are not listed in this Certificate as being covered.

**Services Provided by a Family Member**

We do not cover services performed by a member of the covered person's immediate family. "Immediate family" shall mean a child, spouse, mother, father, sister or brother of You or Your Spouse.

**Services Separately Billed by Hospital Employees**

We do not cover services rendered and separately billed by employees of Hospitals, laboratories or other institutions.

**Services with No Charge**

We do not cover services for which no charge is normally made.

**Vision Services**

We do not cover the examination or fitting of eyeglasses or contact lenses, except as specifically stated in the Vision Care section of this Certificate.

**War**

We do not cover an illness, treatment or medical condition due to war, declared or undeclared.

**Workers' Compensation**

We do not cover services if benefits for such services are provided under any state or federal Workers' Compensation, employers' liability or occupational disease law.

## Outpatient prescription drugs

### Outpatient prescription drugs

#### Limitations/Terms of Coverage

We reserve the right to limit quantities, day supply, early Refill access and/or duration of therapy for certain medications based on Medical Necessity including acceptable medical standards and/or FDA recommended guidelines.

If We determine that You may be using a Prescription Drug in a harmful or abusive manner, or with harmful frequency, Your selection of Participating Pharmacies may be limited. If this happens, We may require You to select a single Participating Pharmacy that will provide and coordinate all future pharmacy services. Benefits will be paid only if You use the selected single Participating Pharmacy. If You do not make a selection within 31 days of the date We notify You, We will select a single Participating Pharmacy for You.

Compounded Prescription Drugs will be Covered only when is a Covered legend Prescription Drug, and are obtained from a pharmacy that is approved for compounding.

Various specific and/or generalized “use management” protocols will be used from time to time in order to ensure appropriate utilization of medications. Such protocols will be consistent with standard medical/drug treatment guidelines. The primary goal of the protocols is to provide Our Members with a quality-focused Prescription Drug benefit. In the event a use management protocol is implemented, and You are taking the drug(s) affected by the protocol, You will be notified in advance.

Injectable drugs (other than self-administered injectable drugs) and diabetic insulin, oral hypoglycemics, and diabetic supplies and equipment are not Covered under this section but are Covered under other sections of this Certificate. Your benefit for diabetic insulin, oral hypoglycemics, and diabetic Prescription Drugs, diabetic supplies, and equipment will be provided under this section of the Certificate if the Cost-Sharing is more favorable to You under this section of the Certificate than the Additional Benefits, Equipment and Devices section of this Certificate.

We do not Cover charges for the administration or injection of any Prescription Drug. Prescription Drugs given or administered in a Physician’s office are Covered under the Outpatient and Professional Services section of this Certificate.

We do not Cover drugs that do not by law require a prescription, except for smoking cessation drugs, over-the-counter preventive drugs or devices provided in accordance with the comprehensive guidelines supported by HRSA or with an “A” or “B” rating from USPSTF, or as otherwise provided in this Certificate. We do not Cover Prescription Drugs that have over-the-counter non-prescription equivalents, except if specifically designated as Covered in the drug Formulary. Non-prescription equivalents are drugs available without a prescription that have the same name/chemical entity as their prescription counterparts.

We do not Cover Prescription Drugs to replace those that may have been lost or stolen.

We do not Cover Prescription Drugs dispensed to You while in a Hospital, nursing home, other institution, Facility, or if You are a home care patient, except in those cases where the basis of payment by or on behalf of You to the Hospital, nursing home, Home Health Agency or home care services agency, or other institution, does not include services for drugs.

We reserve the right to deny benefits as not Medically Necessary or experimental or investigational for any drug prescribed or dispensed in a manner contrary to standard medical practice. If coverage is denied, You are entitled to an Appeal as described in the Utilization Review and External Appeal sections of this Certificate.

A pharmacy need not dispense a Prescription Order that, in the pharmacist's professional judgment, should not be filled.



## Who provides the care

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Just as the starting point for coverage under Your plan is whether the services and supplies are Eligible Health Services, the foundation for getting covered care is the Network. This section tells You about Participating and Non-Participating Providers.

### Participating Providers

We have contracted with Providers to provide Eligible Health Services to You. These Providers make up the Network for Your plan. For You to receive the Network level of benefits You must use Participating Providers for Eligible Health Services. There are some exceptions:

- Emergency services – refer to the description of Emergency Medical Services and Urgent Care in the *Eligible Health Services under Your plan* section.
- Pre-Hospital Emergency Medical Services and emergency Ambulance transportation.
- Urgent Care – refer to the description of Emergency Medical Services and Urgent Care in the *Eligible Health Services under Your plan* section.
- Primary and preventive obstetric and gynecologic services including annual examinations, care resulting from such annual examinations, treatment of Acute gynecologic conditions, or for any care related to a pregnancy from a qualified Participating Provider of such services.

You may select a Participating Provider from the Directory through your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com). You can search Our online Directory, DocFind®, for names and locations of Providers.

You will not have to submit claims for treatment received from Participating Providers. Your Participating Provider will take care of that for You. And We will directly pay the Participating Provider for what the plan owes.

### Your PCP

For You to receive the Network level of benefits, Eligible Health Services must be accessed through Your PCP's office. We encourage You to access Eligible Health Services through a PCP. They will provide You with primary care.

A PCP can be any of the following Providers available under Your plan:

- General practitioner
- Family Physician
- Internist
- Pediatrician
- OB, GYN, and OB/GYN

### How do You choose Your PCP?

You can choose a PCP from the list of PCPs in Our Directory. See the *Who provides the care, Participating providers* section.

Each covered family member is encouraged to select their own PCP. You may each select Your own PCP. You should select a PCP for Your covered Dependent if they are a minor or cannot choose a PCP on their own.

### What will Your PCP do for You?

Your PCP will coordinate Your medical care or may provide treatment. They may send You to other Participating Providers.

Your PCP can also:

- Order lab tests and radiological services.
- Prescribe medicine or therapy.
- Arrange a Hospital Stay or a Stay in another facility.

Your PCP will give You a written or electronic Referral to see other Participating Providers.

### How do I change my PCP?

You may change Your PCP at any time. You can call Us at the toll-free number on Your ID card or log on to Your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com) to make a change.

### Non-Participating Providers

You also have access to Non-Participating Providers. This means You can receive Eligible Health Services from a Non-Participating Provider. If You use an Non-Participating Provider to receive Eligible Health Services, You are subject to a higher Out-of-Pocket expense and are responsible for:

- Paying Your Non-Participating Deductible
- Your Non-Participating Coinsurance
- Any charges over Our Recognized Charge
- Submitting Your own claims and getting Precertification

### Keeping a Provider You go to now (continuity of care)

You may have to find a new Provider when:

- You join the plan and the Provider You have now is not in the Network.
- You are already a member of Aetna and Your Provider stops being in Our Network.

However, in some cases, You may be able to keep going to Your current Provider to complete a treatment or to have treatment that was already scheduled. This is called continuity of care.

	<b>If You are a new enrollee and Your Provider is an Non-Participating Provider</b>	<b>When Your Provider stops participation with Aetna</b>
Request for approval	You need to complete a Transition Coverage Request form and send it to Us. You can get this form by calling the toll-free number on your ID card.	You or Your Provider should call Aetna for approval to continue any care.
Length of transitional period	Care will continue during a transitional period usually 90 days, but this may vary based on your condition.	Care will continue during a transitional period usually 90 days, but this may vary based on your condition. This date is based on the date the Provider terminated their participation with Aetna.

If you are pregnant and have entered your second trimester, the transitional period will include the time required for postpartum care directly related to the delivery.

We will authorize coverage for the transitional period only if the Provider agrees to our usual terms and conditions for contracting Providers.

## What the plan pays and what You pay

Who pays for Your Eligible Health Services – this plan, both of Us, or just You? That depends. This section gives the general rule and explains these key terms:

- Your Deductible
- Your Copayments/Coinsurance
- Your Maximum Out-of-Pocket Limit

We also remind You that sometimes You will be responsible for paying the entire bill – for example, if You get care that is not an Eligible Health Service.

### The general rule

When You get Eligible Health Services:

- You pay for the entire expense up to any Deductible limit.

And then

- The plan and You share the expense up to any Maximum Out-of-Pocket Limit. The Schedule of Benefits lists how much Your plan pays and how much You pay for each type of health care service. Your share is called a Copayment/Coinsurance.

And then

- The plan pays the entire expense after You reach Your Maximum Out-of-Pocket Limit.

When We say “expense” in this general rule, We mean the Recognized Charge for a Non-Participating Provider. See the *Glossary* section for what these terms mean.

### Important exception – when Your plan pays all

Under the Participating level of coverage, Your plan pays the entire expense for all Eligible Health Services under the preventive care and wellness benefit.

### Important exceptions – when You pay all

You pay the entire expense for an Eligible Health Service:

- When You get a health care service or supply that is not Medically Necessary subject to the decision of an external appeal agent. See the *Medical Necessity, Referral and Precertification requirements* section.
- Usually, when You get an Eligible Health Service from someone who is not an Aetna Provider. See the *Who provides the care* section.

In all these cases, the Provider may require You to pay the entire charge. And any amount You pay will not count towards Your Deductible or towards Your Maximum Out-of-Pocket Limit.

## Special financial responsibility

You are responsible for the entire expense of:

- Cancelled or missed appointments

Neither You nor We are responsible for:

- Charges for which You have no legal obligation to pay
- Charges that would not be made if You did not have coverage
- Charges, expenses, or costs in excess of the Negotiated Charge

## Where Your Schedule of Benefits fits in

### How Your Deductible works

Your Deductible is the amount You need to pay, after paying Your coinsurance, for Eligible Health Services per Calendar Year as listed in the Schedule of Benefits. Your coinsurance does not count toward Your Deductible.

### How Your Copayment/Coinsurance works

Your Copayment/Coinsurance is the amount You pay for Eligible Health Services after You have paid Your Deductible. Your Schedule of Benefits shows You which Copayments/Coinsurance You need to pay for specific Eligible Health Services.

You will pay the Physician, PCP Copayment/Coinsurance when You receive Eligible Health Services from any PCP.

### How Your Maximum Out-of-Pocket Limit works

You will pay Your Deductible and Copayments/Coinsurance up to the Maximum Out-of-Pocket Limit for Your plan. Your Schedule of Benefits shows the Maximum Out-of-Pocket Limits that apply to Your plan. Once You reach Your Maximum Out-of-Pocket Limit, Your plan will pay for Covered Benefits for the remainder of that Calendar Year.

#### **Important note:**

See the Schedule of Benefits for any Deductibles, Copayments/Coinsurance, Maximum Out-of-Pocket Limit and maximum age, visits, days, hours, admissions that may apply.

## Protection from Surprise Bills.

A surprise bill is a bill You receive in the following circumstances:

- For services performed by a non-participating Physician at a participating Hospital or Ambulatory Surgical Center, when:
  - A participating Physician is unavailable at the time the health care services are performed;
  - A non-participating Physician performs services without Your knowledge; or
  - Unforeseen medical issues or services arise at the time the health care services are performed.

A surprise bill does not include a bill for health care services when a participating Physician is available and You elected to receive services from a non-participating Physician.

- You were referred by a participating Physician to a Non-Participating Provider without Your explicit written consent acknowledging that the Referral is to a Non-Participating Provider and it may result in costs not covered by Us.

You will be held harmless for any non-participating Physician charges for the surprise bill that exceed Your in-network Copayment, Deductible or Coinsurance if You assign benefits to the non-participating Physician in writing. In such cases, the non-participating Physician may only bill You for Your in-network Copayment, Deductible or Coinsurance.

The assignment of benefits form for surprise bills is available at [www.dfs.ny.gov](http://www.dfs.ny.gov) or You can visit Our website at [www.aetna.com](http://www.aetna.com) for a copy of the form. You need to mail a copy of the assignment of benefits form to Us at the address on Our website; Your ID card and to Your Provider.

### **Independent Dispute Resolution Process**

Either We or a Provider may submit a dispute involving a surprise bill to an independent dispute resolution entity (IDRE) assigned by the state. Disputes are submitted by completing the IDRE application form, which can be found at [www.dfs.ny.gov](http://www.dfs.ny.gov). The IDRE will determine whether Our payment or the Provider's charge is reasonable within 30 days of receiving the dispute.

# When you disagree - Claim Determinations, Grievance and Appeals procedures

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## **Claim Determinations**

### **A. Claims**

A claim is a request that benefits or services be provided or paid according to the terms of this Certificate. When You receive services from a Participating Provider, You will not need to submit a claim form. However, if You receive services from a Non-Participating Provider either You or the Provider must file a claim form with Us. If the Non-Participating Provider is not willing to file the claim form, You will need to file it with Us. See the Coordination of Benefits section of this Certificate for information on how We coordinate benefit payments when You also have group health coverage with another plan.

### **B. Notice of Claim**

Claims for services must include all information designated by Us as necessary to process the claim, including, but not limited to: Member identification number; name; date of birth; date of service; type of service; the charge for each service; procedure code for the service as applicable; diagnosis code; name and address of the Provider making the charge; and supporting medical records, when necessary. A claim that fails to contain all necessary information will not be accepted and must be resubmitted with all necessary information. Claim forms are available from Us by calling Member Services at the number on Your ID card or visiting Our website at [www.aetna.com](http://www.aetna.com). Completed claim forms should be sent to the address on Your ID card. You may also submit a claim to Us electronically by sending it to the e-mail address on Your ID card or visiting Our website at [www.aetna.com](http://www.aetna.com).

### **C. Timeframe for Filing Claims**

Claims for services must be submitted to Us for payment within 120 days after You receive the services for which payment is being requested. If it is not reasonably possible to submit a claim within the 120 days period, You must submit it as soon as reasonably possible.

### **D. Claims for Prohibited Referrals**

We are not required to pay any claim, bill or other demand or request by a Provider for clinical laboratory services, pharmacy services, radiation therapy services, physical therapy services or x-ray or imaging services furnished pursuant to a referral prohibited by Section 238-a(1) of the New York Public Health Law.

### **E. Claim Determinations**

Our claim determination procedure applies to all claims that do not relate to a Medical Necessity or Experimental or Investigational determination. For example, Our claim determination procedure applies to contractual benefit denials and Referrals. If You disagree with Our claim determination, You may submit a Grievance pursuant to the Grievance section of this Certificate.

For a description of the Utilization Review procedures and Appeal process for Medical Necessity or Experimental or Investigational determinations, see the Utilization Review and External Appeal sections of this Certificate.

### **F. Pre-Service Claim Determinations**

1. A pre-service claim is a request that a service or treatment be approved before it has been received. If We have all the information necessary to make a determination regarding a pre-service claim (e.g., a covered benefit determination or Referral), We will make a determination and provide notice to You (or Your designee) within 15 days from receipt of the claim.

If We need additional information, We will request it within 15 days from receipt of the claim. You will have 45 calendar days to submit the information. If We receive the information within 45 days, We will make a determination and provide notice to You (or Your designee) in writing, within 15 days of Our receipt of the information. If all necessary information is not received within 45 days, We will make a determination within 15 calendar days of the end of the 45 day period.

- 2. Urgent Pre-Service Reviews.** With respect to urgent pre-service requests, if We have all information necessary to make a determination, We will make a determination and provide notice to You (or Your designee) by telephone, within 72 hours of receipt of the request. Written notice will follow within three (3) calendar days of the decision. If We need additional information, We will request it within 24 hours. You will then have 48 hours to submit the information. We will make a determination and provide notice to You (or Your designee) by telephone within 48 hours of the earlier of Our receipt of the information or the end of the 48-hour time period. Written notice will follow within three (3) calendar days of the decision.

### **G. Post-Service Claim Determinations**

A post-service claim is a request for a service or treatment that You have already received. If We have all information necessary to make a determination regarding a post-service claim, We will make a determination and notify You (or Your designee) within 30 calendar days of the receipt of the claim. If We need additional information, We will request it within 30 calendar days. You will then have 45 calendar days to provide the information. We will make a determination and provide notice to You (or Your designee) in writing within 15 calendar days of the earlier of Our receipt of the information or the end of the 45 day period.

## **Grievance Procedures**

### **A. Grievances**

Our Grievance procedure applies to any issue not relating to a Medical Necessity or Experimental or Investigational determination by Us. For example, it applies to contractual benefit denials or issues or concerns You have regarding Our administrative policies or access to Providers.

### **B. Filing a Grievance**

You can contact Us by phone at the number on Your ID card, in person, or in writing to file a Grievance. You may submit an oral Grievance in connection with a denial of a Referral or a covered benefit determination. We may require that You sign a written acknowledgement of Your oral Grievance, prepared by Us. You or Your designee has up to 180 calendar days from when You received the decision You are asking Us to review to file the Grievance.

When We receive Your Grievance, We will mail an acknowledgment letter within 15 business days. The acknowledgment letter will include the name, address, and telephone number of the person handling Your Grievance, and indicate what additional information, if any, must be provided.

We keep all requests and discussions confidential and We will take no discriminatory action because of Your issue. We have a process for both standard and expedited Grievances, depending on the nature of Your inquiry.

### **C. Grievance Determination**

Qualified personnel will review Your Grievance, or if it is a clinical matter, a licensed, certified or registered Health Care Professional will look into it. We will decide the Grievance and notify You within the following timeframes:

Expedited/Urgent Grievances: By phone, within the earlier of 48 hours of receipt of all necessary information or 72 hours of receipt of Your Grievance. Written notice will be provided within 72 hours of receipt of Your Grievance.

Pre-Service Grievances: In writing, within 15 calendar days of receipt of (A request for a service or a Your Grievance. treatment that has not yet been provided.)

Post-Service Grievances: In writing, within 30 calendar days of receipt of (A claim for a service or a Your Grievance. treatment that has already been provided.)

All Other Grievances: In writing, within 30 calendar days of receipt (That are not in relation of Your Grievance to a claim or request for a service or treatment.)

### **D. Grievance Appeals**

If You are not satisfied with the resolution of Your Grievance, You or Your designee may file an Appeal by phone at the number on Your ID card , in person, or in writing. However, Urgent Appeals may be filed by phone. You have up to 60 business days from receipt of the Grievance determination to file an Appeal.

When We receive Your Appeal, We will mail an acknowledgment letter within 15 business days. The acknowledgement letter will include the name, address, and telephone number of the person handling Your Appeal and indicate what additional information, if any, must be provided.

One or more qualified personnel at a higher level than the personnel that rendered the Grievance determination will review it, or if it is a clinical matter, a clinical peer reviewer will look into it. We will decide the Appeal and notify You in writing within the following timeframes:

Expedited/Urgent Grievances: The earlier of two (2) business days of receipt of all necessary information or 72 hours of receipt of Your Appeal.

Pre-Service Grievances: 15 calendar days of receipt of Your Appeal. (A request for a service or a treatment that has not yet been provided.)

Post-Service Grievances: 30 calendar days of receipt of Your Appeal. (A claim for a service or a treatment that has already been provided.)

All Other Grievances: 30 business days of receipt of all necessary (That are not in relation information to make a determination. to a claim or request for a service or treatment.)



## **E. Assistance**

If You remain dissatisfied with Our Appeal determination, or at any other time You are dissatisfied, You may:

**Call the New York State Department of Financial Services at 1-800-342-3736 or write them at:**

New York State Department of Financial Services

Consumer Assistance Unit

One Commerce Plaza

Albany, NY 12257

Website: [www.dfs.ny.gov](http://www.dfs.ny.gov)

If You need assistance filing a Grievance or Appeal, You may also contact the state independent Consumer Assistance Program at:

Community Health Advocates

105 East 22nd Street

New York, NY 10010

Or call toll free: 1-888-614-5400, or e-mail [cha@cssny.org](mailto:cha@cssny.org)

Website: [www.communityhealthadvocates.org](http://www.communityhealthadvocates.org)

## **Utilization Review**

We review health services to determine whether the services are or were Medically Necessary or Experimental or Investigational ("Medically Necessary"). This process is called Utilization Review. Utilization Review includes all review activities, whether they take place prior to the service being performed (Preauthorization); when the service is being performed (concurrent); or after the service is performed (retrospective). If You have any questions about the Utilization Review process, please call the number on Your ID card. The toll-free telephone number is available at least 40 hours a week with an after-hours answering machine.

All determinations that services are not Medically Necessary will be made by: 1) licensed Physicians; or 2) licensed, certified, registered or credentialed Health Care Professionals who are in the same profession and same or similar specialty as the Provider who typically manages Your medical condition or disease or provides the health care service under review; or 3) with respect to substance use disorder treatment, licensed Physicians or licensed, certified, registered or credentialed Health Care Professionals who specialize in behavioral health and have experience in the delivery of substance use disorder courses of treatment. We do not compensate or provide financial incentives to Our employees or reviewers for determining that services are not Medically Necessary. We have developed guidelines and protocols to assist Us in this process. For substance use disorder treatment, We will use evidence-based and peer reviewed clinical review tools designated by OASAS that are appropriate to the age of the patient. Specific guidelines and protocols are available for Your review upon request. For more information, call Member Services at the number on Your ID card or visit Our website at [www.aetna.com](http://www.aetna.com).

## **Preauthorization Reviews**

1. If We have all the information necessary to make a determination regarding a Preauthorization review, We will make a determination and provide notice to You (or Your designee) and Your Provider, by telephone and in writing, within three (3) business days of receipt of the request.

If We need additional information, We will request it within three (3) business days. You or Your Provider will then have 45 calendar days to submit the information. If We receive the requested information within 45 days, We will make a determination and provide notice to You (or Your designee) and Your Provider, by telephone and in writing, within three (3) business days of Our receipt of the information. If all necessary information is not received within 45 days, We will make a determination within 15 calendar days of the end of the 45 day period.

2. **Urgent Preauthorization Reviews.** With respect to urgent Preauthorization requests, if We have all information necessary to make a determination, We will make a determination and provide notice to You (or Your designee) and Your Provider, by telephone, within 72 hours of receipt of the request. Written notice will be provided within three (3) business days of receipt of the request. If We need additional information, We will request it within 24 hours. You or Your Provider will then have 48 hours to submit the information. We will make a determination and provide notice to You (or Your designee) and Your Provider by telephone within 48 hours of the earlier of Our receipt of the information or the end of the 48 hour period. Written notification will be provided within the earlier of three (3) business days of Our receipt of the information or three (3) calendar days after the verbal notification.
3. **Court Ordered Treatment.** With respect to requests for mental health and/or substance use disorder services that have not yet been provided, if You (or Your designee) certify, in a format prescribed by the Superintendent of Financial Services, that You will be appearing, or have appeared, before a court of competent jurisdiction and may be subject to a court order requiring such services, We will make a determination and provide notice to You (or Your designee) or Your Provider by telephone within 72 hours of receipt of the request. Written notification will be provided within three (3) business days of Our receipt of the request. Where feasible, the telephonic and written notification will also be provided to the court.

### Concurrent Reviews

1. **Non-Urgent Concurrent Reviews.** Utilization Review decisions for services during the course of care (concurrent reviews) will be made, and notice provided to You (or Your designee) or Your Provider, by telephone and in writing, within one (1) business day of receipt of all necessary information. If We need additional information, We will request it within one (1) business day. You or Your Provider will then have 45 calendar days to submit the information. We will make a determination and provide notice to You (or Your designee) or Your Provider, by telephone and in writing, within one (1) business day of Our receipt of the information or, if We do not receive the information, within 15 calendar days of the end of the 45-day period.
2. **Urgent Concurrent Reviews.** For concurrent reviews that involve an extension of Urgent Care, if the request for coverage is made at least 24 hours prior to the expiration of a previously approved treatment, We will make a determination and provide notice to You (or Your designee) or Your Provider by telephone within 24 hours of receipt of the request. Written notice will be provided within one (1) business day of receipt of the request.

If the request for coverage is not made at least 24 hours prior to the expiration of a previously approved treatment and We have all the information necessary to make a determination, We will make a determination and provide written notice to You (or Your designee) or Your Provider within the earlier of 72 hours or one (1) business day of receipt of the request. If We need additional information, We will request it within 24 hours. You or Your Provider will then have 48 hours to submit the information. We will make a determination and provide written notice to You (or Your designee) or Your Provider within the earlier of one (1) business day or 48 hours of Our receipt of the information or, if we do not receive the information, within 48 hours of the end of the 48-hour period.

3. **Home Health Care Reviews.** After receiving a request for coverage of home care services following an inpatient Hospital admission, We will make a determination and provide notice to You (or Your designee) or Your Provider, by telephone and in writing, within one (1) business day of receipt of the necessary information. If the day following the request falls on a weekend or holiday, We will make a determination and provide notice to You (or Your designee) or Your Provider within 72 hours of receipt of the necessary information. When We receive a request for home care services and all necessary

information prior to Your discharge from an inpatient Hospital admission, We will not deny coverage for home care services while Our decision on the request is pending.

4. **Inpatient Substance Use Disorder Treatment Reviews.** If a request for inpatient substance use disorder treatment is submitted to Us at least 24 hours prior to discharge from an inpatient substance use disorder treatment admission, We will make a determination within 24 hours of receipt of the request and We will provide coverage for the inpatient substance use disorder treatment while Our determination is pending.
5. **Inpatient Substance Use Disorder Treatment at Participating OASAS-Certified Facilities.** Coverage for inpatient substance use disorder treatment at a Participating OASAS-certified Facility is not subject to Preauthorization. Coverage will not be subject to concurrent review for the first 14 days of the inpatient admission if the OASAS-certified Facility notifies Us of both the admission and the initial treatment plan within 48 hours of the admission. After the first 14 days of the inpatient admission, We may review the entire stay to determine whether it is Medically Necessary. If any portion of the stay is denied as not Medically Necessary, You are only responsible for the in-network Cost-Sharing that would otherwise apply to Your inpatient admission.

## Retrospective Reviews

If We have all information necessary to make a determination regarding a retrospective claim, We will make a determination and notify You and Your Provider within 30 calendar days of the receipt of the request. If We need additional information, We will request it within 30 calendar days. You or Your Provider will then have 45 calendar days to provide the information. We will make a determination and provide notice to You and Your Provider in writing within 15 calendar days of the earlier of Our receipt of the information or the end of the 45-day period.

Once We have all the information to make a decision, Our failure to make a Utilization Review determination within the applicable time frames set forth above will be deemed an adverse determination subject to an internal Appeal.

### Retrospective Review of Preauthorized Services

We may only reverse a preauthorized treatment, service or procedure on retrospective review when:

- The relevant medical information presented to Us upon retrospective review is materially different from the information presented during the Preauthorization review;
- The relevant medical information presented to Us upon retrospective review existed at the time of the Preauthorization but was withheld or not made available to Us;
- We were not aware of the existence of such information at the time of the Preauthorization review; and
- Had We been aware of such information, the treatment, service or procedure being requested would not have been authorized. The determination is made using the same specific standards, criteria or procedures as used during the Preauthorization review.

## Reconsideration

If We did not attempt to consult with Your Provider who recommended the Covered Service before making an adverse determination, the Provider may request reconsideration by the same clinical peer reviewer who made the adverse determination or a designated clinical peer reviewer if the original clinical peer reviewer is unavailable. For Preauthorization and concurrent reviews, the reconsideration will take place within one (1) business day of the request for reconsideration. If the adverse determination is upheld, a notice of adverse determination will be given to You and Your Provider in writing.

## Utilization Review Internal Appeals

You, Your designee, and, in retrospective review cases, Your Provider, may request an internal Appeal of an adverse determination, either by phone, in person, or in writing.

You have up to 180 calendar days after You receive notice of the adverse determination to file an Appeal. We will acknowledge Your request for an internal Appeal within 15 calendar days of receipt. This acknowledgment will include the name, address, and phone number of the person handling Your Appeal and, if necessary, inform You of any additional information needed before a decision can be made. A clinical peer reviewer who is a Physician or a Health Care Professional in the same or similar specialty as the Provider who typically manages the disease or condition at issue and who is not subordinate to the clinical peer reviewer who made the initial adverse determination will perform the Appeal.

1. **Out-of-Network Service Denial.** You also have the right to Appeal the denial of a Preauthorization request for an out-of-network health service when We determine that the out-of-network health service is not materially different from an available in-network health service. A denial of an out-of-network health service is a service provided by a Non-Participating Provider, but only when the service is not available from a Participating Provider. For a Utilization Review Appeal of denial of an out-of-network health service, You or Your designee must submit:
  - A written statement from Your attending Physician, who must be a licensed, board-certified or board-eligible Physician qualified to practice in the specialty area of practice appropriate to treat Your condition, that the requested out-of-network health service is materially different from the alternate health service available from a Participating Provider that We approved to treat Your condition; and
  - Two (2) documents from the available medical and scientific evidence that the out-of-network service: 1) is likely to be more clinically beneficial to You than the alternate in-network service; and 2) that the adverse risk of the out-of-network service would likely not be substantially increased over the in-network health service.
2. **Out-of-Network Denial.** You also have the right to Appeal the denial of a request for a Referral to a Non-Participating Provider when We determine that We have a Participating Provider with the appropriate training and experience to meet Your particular health care needs who is able to provide the requested health care service. For a Utilization Review Appeal of an out-of-network denial, You or Your designee must submit a written statement from Your attending Physician, who must be a licensed, board-certified or board-eligible Physician qualified to practice in the specialty area of practice appropriate to treat Your condition:
  - That the Participating Provider recommended by Us does not have the appropriate training and experience to meet Your particular health care needs for the health care service; and
  - Recommending a Non-Participating Provider with the appropriate training and experience to meet Your particular health care needs who is able to provide the requested health care service.

## Appeals

### First Level Appeal

1. **Preauthorization Appeal.** If Your Appeal relates to a Preauthorization request, We will decide the Appeal within 15 calendar days of receipt of the Appeal request. Written notice of the determination will be provided to You (or Your designee), and where appropriate, Your Provider, within two (2) business days after the determination is made, but no later than 15 calendar days after receipt of the Appeal request.
2. **Retrospective Appeal.** If Your Appeal relates to a retrospective claim, We will decide the Appeal within 30 calendar days of receipt of the Appeal request. Written notice of the determination will be provided to You (or Your designee), and where appropriate, Your Provider, within two (2) business days after the determination is made, but no later than 30 calendar days after receipt of the Appeal request.

3. **Expedited Appeal.** An Appeal of a review of continued or extended health care services, additional services rendered in the course of continued treatment, home health care services following discharge from an inpatient Hospital admission, services in which a Provider requests an immediate review, mental health and/or substance use disorder services that may be subject to a court order, or any other urgent matter will be handled on an expedited basis. An expedited Appeal is not available for retrospective reviews. For an expedited Appeal, Your Provider will have reasonable access to the clinical peer reviewer assigned to the Appeal within one (1) business day of receipt of the request for an Appeal. Your Provider and a clinical peer reviewer may exchange information by telephone or fax. An expedited Appeal will be determined within the earlier of 72 hours of receipt of the Appeal or two (2) business days of receipt of the information necessary to conduct the Appeal.

If You are not satisfied with the resolution of Your expedited Appeal, You may file a standard internal Appeal or an external appeal.

Our failure to render a determination of Your Appeal within 60 calendar days of receipt of the necessary information for a standard Appeal or within two (2) business days of receipt of the necessary information for an expedited Appeal will be deemed a reversal of the initial adverse determination.

### **Substance Use Appeal**

If We deny a request for inpatient substance use disorder treatment that was submitted at least 24 hours prior to discharge from an inpatient admission, and You or your Provider file an expedited internal Appeal of Our adverse determination, We will decide the Appeal within 24 hours of receipt of the Appeal request. If You or Your Provider file the expedited internal Appeal and an expedited external appeal within 24 hours of receipt of Our adverse determination, We will also provide coverage for the inpatient substance use disorder treatment while a determination on the internal Appeal and external appeal is pending.

### **Second Level Appeal**

If You disagree with the first level Appeal determination, You or Your designee can file a second level Appeal. You or Your designee can also file an external appeal. **The four (4) month timeframe for filing an external appeal begins on receipt of the final adverse determination on the first level of Appeal. By choosing to file a second level Appeal, the time may expire for You to file an external Appeal.**

A second level Appeal must be filed within 45 days of receipt of the final adverse determination on the first level Appeal. We will acknowledge Your request for an internal Appeal within 15 calendar days of receipt. This acknowledgment will include the name, address, and phone number of the person handling Your Appeal and inform You, if necessary, of any additional information needed before a decision can be made.

1. **Preauthorization Appeal.** If Your Appeal relates to a Preauthorization request, We will decide the Appeal within 15 calendar days of receipt of the Appeal request. Written notice of the determination will be provided to You (or Your designee), and where appropriate, Your Provider, within two (2) business days after the determination is made, but no later than 15 calendar days after receipt of the Appeal request.
2. **Retrospective Appeal.** If Your Appeal relates to a retrospective claim, We will decide the Appeal within 30 calendar days of receipt of the Appeal request. Written notice of the determination will be provided to You (or Your designee), and where appropriate, Your Provider, within two (2) business days after the determination is made, but no later than 30 calendar days after receipt of the Appeal request.

3. **Expedited Appeal.** If Your Appeal relates to an urgent matter, We will decide the Appeal and provide written notice of the determination to You (or Your designee), and where appropriate, Your Provider, within 72 hours of receipt of the Appeal request.

### **Appeal Assistance**

If You need Assistance filing an Appeal, You may contact the state independent Consumer Assistance Program at:

Community Health Advocates  
105 East 22nd Street  
New York, NY 10010

Or call toll free: 1-888-614-5400, or e-mail [cha@cssny.org](mailto:cha@cssny.org)

Website: [www.communityhealthadvocates.org](http://www.communityhealthadvocates.org)

## **External Appeals**

### **Your Right to an External Appeal**

In some cases, You have a right to an external appeal of a denial of coverage. If We have denied coverage on the basis that a service does not meet Our requirements for Medical Necessity (including appropriateness, health care setting, level of care or effectiveness of a Covered Benefit); or is an Experimental or Investigational treatment (including clinical trials and treatments for rare diseases), You or Your representative may appeal that decision to an External Appeal Agent, an independent third party certified by the State to conduct these appeals.

In order for You to be eligible for an external appeal You must meet the following two requirements:

- The service, procedure, or treatment must otherwise be a Covered Service under the Certificate; and
- In general, You must have received a final adverse determination through the first level of Our internal Appeal process. But, You can file an external appeal even though You have not received a final adverse determination through the first level of Our internal Appeal process if:
  - We agree in writing to waive the internal Appeal. We are not required to agree to Your request to waive the internal Appeal; or
  - You file an external appeal at the same time as You apply for an expedited internal Appeal; or
  - We fail to adhere to Utilization Review claim processing requirements (other than a minor violation that is not likely to cause prejudice or harm to You, and We demonstrate that the violation was for good cause or due to matters beyond Our control and the violation occurred during an ongoing, good faith exchange of information between You and Us).

### **Your Right to Appeal a Determination that a Service is Not Medically Necessary**

If We have denied coverage on the basis that the service does not meet Our requirements for Medical Necessity, You may appeal to an External Appeal Agent if You meet the requirements for an external appeal in paragraph above.

### **Your Right to Appeal a Determination that a Service is Experimental or Investigational**

If We have denied coverage on the basis that the service is an Experimental or Investigational treatment (including clinical trials and treatments for rare diseases), You must satisfy the two requirements for an external appeal in paragraph above and Your attending Physician must certify that Your condition or disease is one for which:

1. Standard health services are ineffective or medically inappropriate; **or**
2. There does not exist a more beneficial standard service or procedure Covered by Us; **or**
3. There exists a clinical trial or rare disease treatment (as defined by law).

In addition, Your attending Physician must have recommended one of the following:

1. A service, procedure or treatment that two (2) documents from available medical and scientific evidence indicate is likely to be more beneficial to You than any standard Covered Service (only certain documents will be considered in support of this recommendation – Your attending Physician should contact the State for current information as to what documents will be considered or acceptable); or
2. A clinical trial for which You are eligible (only certain clinical trials can be considered); or
3. A rare disease treatment for which Your attending Physician certifies that there is no standard treatment that is likely to be more clinically beneficial to You than the requested service, the requested service is likely to benefit You in the treatment of Your rare disease, and such benefit outweighs the risk of the service. In addition, Your attending Physician must certify that Your condition is a rare disease that is currently or was previously subject to a research study by the National Institutes of Health Rare Disease Clinical Research Network or that it affects fewer than 200,000 U.S. residents per year.

For purposes of this section, Your attending Physician must be a licensed, board-certified or board eligible Physician qualified to practice in the area appropriate to treat Your condition or disease. In addition, for a rare disease treatment, the attending Physician may not be Your treating Physician.

### **Your Right to Appeal a Determination that a Service is Out-of-Network**

If We have denied coverage of an out-of-network treatment because it is not materially different than the health service available in-network, You may appeal to an External Appeal Agent if You meet the two requirements for an external appeal in paragraph above, and You have requested Preauthorization for the out-of-network treatment.

In addition, Your attending Physician must certify that the out-of-network service is materially different from the alternate recommended in-network health service, and based on two (2) documents from available medical and scientific evidence, is likely to be more clinically beneficial than the alternate in-network treatment and that the adverse risk of the requested health service would likely not be substantially increased over the alternate in-network health service.

For purposes of this section, Your attending Physician must be a licensed, board certified or board eligible Physician qualified to practice in the specialty area appropriate to treat You for the health service.

You do not have a right to an external appeal for a denial of a Referral to an out-of-network Provider on the basis that a health care Provider is available in-network to provide the particular health service requested by You.

### **Your Right to Appeal an Out-of-Network Referral Denial**

If We have denied coverage of a request for a Referral to a Non-Participating Provider because We determine We have a Participating Provider with the appropriate training and experience to meet Your particular health care needs who is able to provide the requested health care service, You may appeal to an External Appeal Agent if You meet the two requirements for an external appeal in paragraph above.

In addition, Your attending Physician must: certify that The Participating Provider recommended by Us does not have the appropriate training and experience to meet Your particular health care needs; and recommend a Non-Participating Provider with the appropriate training and experience to meet Your particular health care needs who is able to provide the requested health care service.

For purposes of this section, Your attending Physician must be a licensed, board certified or board eligible Physician qualified to practice in the specialty area appropriate to treat You for the health service.

## **The External Appeal Process**

You have four (4) months from receipt of a final adverse determination or from receipt of a waiver of the internal Appeal process to file a written request for an external appeal. If You are filing an external appeal based on Our failure to adhere to claim processing requirements, You have four (4) months from such failure to file a written request for an external appeal.

We will provide an external appeal application with the final adverse determination issued through the first level of Our internal Appeal process or Our written waiver of an internal Appeal. You may also request an external appeal application from the New York State Department of Financial Services at 1-800-400-8882. Submit the completed application to the Department of Financial Services at the address indicated on the application. If You meet the criteria for an external appeal, the State will forward the request to a certified External Appeal Agent.

You can submit additional documentation with Your external appeal request. If the External Appeal Agent determines that the information You submit represents a material change from the information on which We based Our denial, the External Appeal Agent will share this information with Us in order for Us to exercise Our right to reconsider Our decision. If We choose to exercise this right, We will have three (3) business days to amend or confirm Our decision. Please note that in the case of an expedited external appeal (described below), We do not have a right to reconsider Our decision.

In general, the External Appeal Agent must make a decision within 30 days of receipt of Your completed application. The External Appeal Agent may request additional information from You, Your Physician, or Us. If the External Appeal Agent requests additional information, it will have five (5) additional business days to make its decision. The External Appeal Agent must notify You in writing of its decision within two (2) business days.

If Your attending Physician certifies that a delay in providing the service that has been denied poses an imminent or serious threat to Your health; or if Your attending Physician certifies that the standard external appeal time frame would seriously jeopardize Your life, health or ability to regain maximum function; or if You received Emergency Services and have not been discharged from a Facility and the denial concerns an admission, availability of care, or continued Stay, You may request an expedited external appeal. In that case, the External Appeal Agent must make a decision within 72 hours of receipt of Your completed application. Immediately after reaching a decision, the External Appeal Agent must notify You and Us by telephone or facsimile of that decision. The External Appeal Agent must also notify You in writing of its decision.

If the External Appeal Agent overturns Our decision that a service is not Medically Necessary or approves coverage of an Experimental or Investigational treatment, We will provide coverage subject to the other terms and conditions of this Certificate. Please note that if the External Appeal Agent approves coverage of an Experimental or Investigational treatment that is part of a clinical trial, We will only Cover the cost of services required to provide treatment to You according to the design of the trial. We will not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing the research, or costs that would not be Covered under this Certificate for non-investigational treatments provided in the clinical trial.

The External Appeal Agent's decision is binding on both You and Us. The External Appeal Agent's decision is admissible in any court proceeding.

We will charge You a fee of \$25 for each external appeal, not to exceed \$75 in a single Plan Year. The external appeal application will explain how to submit the fee. We will waive the fee if We determine that paying the fee would be a hardship to You. If the External Appeal Agent overturns the denial of coverage, the fee will be refunded to You.



**Your Responsibilities**

**It is Your responsibility to start the external appeal process.** You may start the external appeal process by filing a completed application with the New York State Department of Financial Services. You may appoint a representative to assist You with Your application; however, the Department of Financial Services may contact You and request that You confirm in writing that You have appointed the representative.

**Under New York State law, Your completed request for external appeal must be filed within four (4) months of either the date upon which You receive a final adverse determination, or the date upon which You receive a written waiver of any internal Appeal, or Our failure to adhere to claim processing requirements. We have no authority to extend this deadline.**

## Coordination of benefits

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This section applies when You also have group health coverage with another plan. When You receive a Covered Service, We will coordinate benefit payments with any payment made by another plan. The primary plan will pay its full benefits and the other plan may pay secondary benefits, if necessary, to cover some or all of the remaining expenses. This coordination prevents duplicate payments and overpayments.

### A. Definitions.

1. **“Allowable expense”** is the necessary, reasonable, and customary item of expense for health care, when the item is covered at least in part under any of the plans involved, except where a statute requires a different definition. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered as both an allowable expense and a benefit paid.
2. **“Plan”** is other group health coverage with which We will coordinate benefits. The term “plan” includes:
  - Group health benefits and group blanket or group remittance health benefits coverage, whether insured, self-insured, or self-funded. This includes group HMO and other prepaid group coverage, but does not include blanket school accident coverage or coverages issued to a substantially similar group (e.g., Girl Scouts, Boy Scouts) where the school or organization pays the premiums.
  - Medical benefits coverage, in group and individual automobile “no-fault” and traditional liability “fault” type contracts.
  - Hospital, medical, and surgical benefits coverage of Medicare or a governmental plan offered, required, or provided by law, except Medicaid or any other plan whose benefits are by law excess to any private benefits coverage.
3. **“Primary plan”** is one whose benefits must be determined without taking the existence of any other plan into consideration. A plan is primary if either: 1) the plan has no order of benefits rules or its rules differ from those required by regulation; or 2) all plans which cover the person use the order of benefits rules required by regulation and under those rules the plan determines its benefits first. More than one plan may be a primary plan (for example, two plans which have no order of benefit determination rules).
4. **“Secondary plan”** is one which is not a primary plan. If a person is covered by more than one secondary plan, the order of benefit determination rules decide the order in which their benefits are determined in relation to each other.

### B. Rules to Determine Order of Payment.

The first of the rules listed below in paragraphs 1-6 that applies will determine which plan will be primary:

1. If the other plan does not have a provision similar to this one, then the other plan will be primary.
2. If the person receiving benefits is the Subscriber and is only covered as a Dependent under the other plan, this Certificate will be primary.
3. If a child is covered under the plans of both parents and the parents are not separated or divorced, the plan of the parent whose birthday falls earlier in the year shall be primary. If both parents have the same birthday, the plan which covered the parent longer will be primary. To determine whose birthday falls earlier in the year, only the month and day are considered. However, if the other plan does not have this birthday rule, but instead has a rule based on the sex of the parent and as a result the plans do not agree on which is primary, then the rule in the other plan will determine which plan is primary.

4. If a child is covered by both parents' plans, the parents are separated or divorced, and there is no court decree between the parents that establishes financial responsibility for the child's health care expenses:
  - The plan of the parent who has custody will be primary;
  - If the parent with custody has remarried, and the child is also covered as a child under the step-parent's plan, the plan of the parent with custody will pay first, the step-parent's plan will pay second, and the plan of the parent without custody will pay third.
  - If a court decree between the parents says which parent is responsible for the child's health care expenses, then that parent's plan will be primary if that plan has actual knowledge of the decree.
5. If the person receiving services is covered under one plan as an active employee or member (i.e., not laid-off or retired), or as the spouse or child of such an active employee, and is also covered under another plan as a laid-off or retired employee or as the spouse or child of such a laid-off or retired employee, the plan that covers such person as an active employee or spouse or child of an active employee will be primary. If the other plan does not have this rule, and as a result the plans do not agree on which will be primary, this rule will be ignored.
6. If none of the above rules determine which plan is primary, the plan that covered the person receiving services longer will be primary.

### **C. Effects of Coordination.**

When this plan is secondary, its benefits will be reduced so that the total benefits paid by the primary plan and this plan during a claim determination period will not exceed Our maximum available benefit for each Covered Service. Also, the amount We pay will not be more than the amount We would pay if We were primary. As each claim is submitted, We will determine Our obligation to pay for allowable expenses based upon all claims that have been submitted up to that point in time during the claim determination period.

### **D. Right to Receive and Release Necessary Information.**

We may release or receive information that We need to coordinate benefits. We do not need to tell anyone or receive consent to do this. We are not responsible to anyone for releasing or obtaining this information. You must give Us any needed information for coordination purposes, in the time frame requested.

### **E. Our Right to Recover Overpayment.**

If We made a payment as a primary plan, You agree to pay Us any amount by which We should have reduced Our payment. Also, We may recover any overpayment from the primary plan or the Provider receiving payment and You agree to sign all documents necessary to help Us recover any overpayment.

### **F. Coordination with "Always Excess," "Always Secondary," or "Non-Complying" Plans.**

We will coordinate benefits with plans, whether insured or self-insured, that provide benefits that are stated to be always excess or always secondary or use order of benefit determination rules that are inconsistent with the rules described above in the following manner:

1. If this Certificate is primary, as defined in this section, We will pay benefits first.
2. If this Certificate is secondary, as defined in this section, We will pay only the amount We would pay as the secondary insurer.
3. If We request information from a non-complying plan and do not receive it within 30 days, We will calculate the amount We should pay on the assumption that the non-complying plan and this Certificate provide identical benefits. When the information is received, We will make any necessary adjustments.

## When coverage ends - Termination

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### Termination

Coverage under this Certificate will automatically be terminated on the first of the following to apply:

1. The Group and/or Subscriber has failed to pay Premiums within 30 days of when Premiums are due. Coverage will terminate as of the last day for which Premiums were paid.
2. The date on which the Subscriber ceases to meet the eligibility requirements as defined by the Group.
3. Upon the Subscriber's death, coverage will terminate unless the Subscriber has coverage for Dependents. If the Subscriber has coverage for Dependents, then coverage will terminate as of the last day of the month for which the Premium has been paid.
4. For Spouses in cases of divorce, the date of the divorce.
5. For Children, until the end of the month in which the Child turns 26 years of age.
6. For all other Dependents, the day in which the Dependent ceases to be eligible.
7. The end of the month during which the Group or Subscriber provides written notice to Us requesting termination of coverage, or on such later date requested for such termination by the notice.
8. If the Subscriber or the Subscriber's Dependent has performed an act that constitutes fraud or the Subscriber has made an intentional misrepresentation of material fact in writing on his or her enrollment application, or in order to obtain coverage for a service, coverage will terminate immediately upon written notice of termination delivered by Us to the Subscriber and/or the Subscriber's Dependent, as applicable. However, if the Subscriber makes an intentional misrepresentation of material fact in writing on his or her enrollment application, We will rescind coverage if the facts misrepresented would have led Us to refuse to issue the coverage. Rescission means that the termination of Your coverage will have a retroactive effect of up to one (1) year; Your enrollment under the Certificate. If termination is a result of the Subscriber's action, coverage will terminate for the Subscriber and any Dependents. If termination is a result of the Dependent's action, coverage will terminate for the Dependent.
9. The date that the Group Policy is terminated. If We terminate and/or decide to stop offering a particular class of group policies, without regard to claims experience or health related status, to which this Certificate belongs, We will provide the Group and Subscribers at least 90 days' prior written notice.
10. If We elect to terminate or cease offering all hospital, surgical and medical expense coverage in the small group market in this state, We will provide written notice to the Group and Subscriber at least 180 days prior to when the coverage will cease.
11. The Group has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of the coverage.

12. The Group has failed to comply with a material plan provision relating to group participation rules. We will provide written notice to the Group and Subscriber at least 30 days prior to when the coverage will cease.
13. The Group ceases to meet the statutory requirements to be defined as a group for the purposes of obtaining coverage. We will provide written notice to the Group and Subscriber at least 30 days prior to when the coverage will cease.

No termination shall prejudice the right to a claim for benefits which arose prior to such termination.

See the Continuation of Coverage section of this Certificate for Your right to continuation of this coverage. See the Conversion Right to a New Contract after Termination section of this Certificate for Your right to conversion to an individual Policy.

### When coverage may continue under the plan

Your coverage under this plan will continue if:

<p>Your employment ends because of <b>illness, injury</b>, sabbatical or other authorized leave as agreed to by the policyholder and us.</p>	<p>If premium payments are made for you, you may be able to continue to coverage under the plan as long as the policyholder and we agree to do so and as described below:</p> <ul style="list-style-type: none"> <li>• Your coverage may continue, until stopped by the policyholder, [but not beyond 3 months from the start of your absence.</li> </ul>
<p>Your employment ends because of a temporary lay-off, temporary leave of absence, sabbatical, or other authorized leave as agreed to by the policyholder and us.</p>	<p>If premium payments are made for you, you may be able to continue to coverage under the plan as long as the policyholder and we agree to do so and as described below:</p> <ul style="list-style-type: none"> <li>• Your coverage will stop on the date that your employment ends.</li> </ul>
<p>Your employment ends because:</p> <ul style="list-style-type: none"> <li>• Your job has been eliminated</li> <li>• You have been placed on severance, or</li> <li>• This plan allows former employees to continue their coverage.</li> </ul>	<p>You may be able to continue coverage. See the <i>Special coverage options after your plan coverage ends</i> section.</p>
<p>Your employment ends because of a paid or unpaid medical leave of absence</p>	<p>If premium payments are made for you, you may be able to continue to coverage under the plan as long as the policyholder and we agree to do so and as described below:</p> <ul style="list-style-type: none"> <li>• Your coverage may continue until stopped by the policyholder but not beyond 3 months from the start of the absence.</li> </ul>

Your employment ends because of a leave of absence that is not a medical leave of absence	<p>If premium payments are made for you, you may be able to continue to coverage under the plan as long as the policyholder and we agree to do so and as described below:</p> <ul style="list-style-type: none"> <li>Your coverage may continue until stopped by the policyholder but not beyond 1 month from the start of the absence.</li> </ul>
Your employment ends because of a military leave of absence.	<p>If premium payments are made for you, you may be able to continue to coverage under the plan as long as the policyholder and we agree to do so and as described below:</p> <ul style="list-style-type: none"> <li>Your coverage may continue until stopped by the policyholder but not beyond 24 months from the start of the absence.</li> </ul>

It is your policyholder’s responsibility to let us know when your employment ends. The limits above may be extended only if we and the policyholder agree in writing to extend them.

**When will We send you a notice of Your coverage ending?**

We will send you notice if Your coverage is ending. This notice will tell you the date that Your coverage ends. Here is how the date is determined (other than the circumstances described above ).

Your coverage will end on either the date you stop active work, or the day before the first Premium contribution due date that occurs after you stop active work.

Coverage will end for you and any dependents on the earlier of the date the Group Policy terminates or at the end of the period defined by the policyholder following the date on which you no longer meet the eligibility requirements.

## Extension of Benefits, Continuation of Coverage and Conversion

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### Extension of Benefits

When Your coverage under this Certificate ends, benefits stop. But, if You are totally disabled on the date the Group Policy terminates, or on the date Your coverage under this Certificate terminates, continued benefits may be available for the treatment of the Injury or sickness that is the cause of the total disability.

#### A. When You May Continue Benefits

When Your coverage under this Certificate ends, We will provide benefits during a period of total disability for a Hospital Stay commencing, or Surgery performed, within 31 days from the date Your coverage ends. The Hospital Stay or Surgery must be for the treatment of the Injury, sickness, or pregnancy causing the total disability.

If Your coverage ends because You are no longer employed, We will provide benefits during a period of total disability for up to 12 months from the date Your coverage ends for Covered Services to treat the Injury, sickness, or pregnancy that caused the total disability, unless these services are covered under another group health plan.

#### B. Termination of Extension of Benefits

Extended benefits will end on the earliest of the following:

- The date You are no longer totally disabled;
- The date the contractual benefit has been exhausted;
- 12 months from the date extended benefits began (if Your benefits are extended based on termination of employment); or
- With respect to the 12-month extension of coverage, the date You become eligible for benefits under any group policy providing medical benefits.

#### C. Limits on Extended Benefits

We will not pay extended benefits:

- For any Member who is not totally disabled on the date coverage under this Certificate ends; or
- Beyond the extent to which We would have paid benefits under this Certificate if coverage had not ended.

### Continuation of Coverage

Under the continuation of coverage provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), most employer-sponsored group health plans must offer employees and their families the opportunity for a temporary continuation of health insurance coverage when their coverage would otherwise end. If You are not entitled to temporary continuation of coverage under COBRA, You may be entitled to temporary continuation coverage under the New York Insurance Law as described below. Call or write Your employer to find out if You are entitled to temporary continuation of coverage under COBRA or under the New York Insurance Law. Any period of continuation of coverage will terminate automatically at the end of the period of continuation provided under COBRA or the New York Insurance Law.

## **A. Qualifying Events**

Pursuant to federal COBRA and state continuation coverage laws, You, the Subscriber, Your Spouse and Your Children may be able to temporarily continue coverage under this Certificate in certain situations when You would otherwise lose coverage, known as qualifying events.

1. If Your coverage ends due to voluntary or involuntary termination of employment or a change in Your employee class (e.g., a reduction in the number of hours of employment), You may continue coverage. Coverage may be continued for You, Your Spouse and any of Your covered Children.
2. If You are a covered Spouse, You may continue coverage if Your coverage ends due to:
  - Voluntary or involuntary termination of the Subscriber's employment;
  - Reduction in the hours worked by the Subscriber or other change in the Subscriber's class;
  - Divorce or legal separation from the Subscriber; or
  - Death of the Subscriber.
3. If You are a covered Child, You may continue coverage if Your coverage ends due to:
  - Voluntary or involuntary termination of the Subscriber's employment;
  - Reduction in the hours worked by the Subscriber or other change in the Subscriber's class;
  - Loss of covered Child status under the plan rules; or
  - Death of the Subscriber.

If You want to continue coverage, You must request continuation from the Group in writing and make the first Premium payment within the 60-day period following the later of:

1. The date coverage would otherwise terminate; or
2. The date You are sent notice by first class mail of the right of continuation by the Group.

The Group may charge up to 102% of the Group Premium for continued coverage.

Continued coverage under this section will terminate at the earliest of the following:

1. The date 36 months after the Subscriber's coverage would have terminated because of termination of employment;
2. If You are a covered Spouse or Child, the date 36 months after coverage would have terminated due to the death of the Subscriber, divorce or legal separation, the Subscriber's eligibility for Medicare, or the failure to qualify under the definition of "Children";
3. The date You become covered by an insured or uninsured arrangement that provides group hospital, surgical or medical coverage;
4. The date You become entitled to Medicare;
5. The date to which Premiums are paid if You fail to make a timely payment; or
6. The date the Group Policy terminates. However, if the Group Policy is replaced with similar coverage, You have the right to become covered under the new Group Policy for the balance of the period remaining for Your continued coverage.

When Your continuation of coverage ends, You may have a right to conversion. See the Conversion Right to a New Contract after Termination section of this Certificate.

## **B. Supplementary Continuation, Conversion, and Temporary Suspension Rights During Active Duty**

If You, the Subscriber are a member of a reserve component of the armed forces of the United States, including the National Guard, You have the right to continuation, conversion, or a temporary suspension of coverage during active duty and reinstatement of coverage at the end of active duty if Your Group does not voluntarily maintain Your coverage and if:

1. Your active duty is extended during a period when the president is authorized to order units of the



reserve to active duty, provided that such additional active duty is at the request and for the convenience of the federal government; and

2. You serve no more than four (4) years of active duty.

When Your Group does not voluntarily maintain Your coverage during active duty, coverage under this Certificate will be suspended unless You elect to continue coverage in writing within 60 days of being ordered to active duty and You pay the Group the required Premium payment but not more frequently than on a monthly basis in advance. This right of continuation extends to You and Your eligible Dependents. Continuation of coverage is not available for any person who is eligible to be covered under Medicare; or any person who is covered as an employee, member or dependent under any other insured or uninsured arrangement which provides group hospital, surgical or medical coverage, except for coverage available to active duty members of the uniformed services and their family members.

Upon completion of active duty:

1. Your coverage under this Certificate may be resumed as long as You are reemployed or restored to participation in the Group upon return to civilian status. The right of resumption extends to coverage for Your covered Dependents. For coverage that was suspended while on active duty, coverage under the Group plan will be retroactive to the date on which active duty terminated.
2. If You are not reemployed or restored to participation in Your Group upon return to civilian status, You will be eligible for continuation and conversion as long as You apply to Us for coverage within 31 days of the termination of active duty or discharge from a Hospitalization resulting from active duty as long as the Hospitalization was not in excess of one (1) year.

### **C. Availability of Age 29 Dependent Coverage Extension – Young Adult Option**

The Subscriber's Child may be eligible to purchase continuation coverage under the Group's Policy through the age of 29 if he or she:

1. Is under the age of 30;
2. Is not married;
3. Is not insured by or eligible for coverage under an employer-sponsored health benefit plan covering him or her as an employee or member, whether insured or self-insured;
4. Lives, works or resides in New York State or Our Service Area; and
5. Is not covered by Medicare.

The Child may purchase continuation coverage even if he or she is not financially dependent on his or her parent(s) and does not need to live with his or her parent(s).

The Subscriber's Child may elect this coverage:

1. Within 60 days of the date that his or her coverage would otherwise end due to reaching the maximum age for Dependent coverage, in which case coverage will be retroactive to the date that coverage would otherwise have terminated;
2. Within 60 days of newly meeting the eligibility requirements, in which case coverage will be prospective and start within 30 days of when the Group or the Group's designee receives notice and We receive Premium payment; or
3. During an annual 30-day open enrollment period, in which case coverage will be prospective and will start within 30 days of when the Group or the Group's designee receives notice of election and We receive Premium payment.

The Subscriber or Subscriber's Child must pay the Premium rate that applies to individual coverage. Coverage will be the same as the coverage provided under this Certificate. The Child's children are not eligible for coverage under this option.

## Conversion

### Conversion Right to a New Contract after Termination

#### A. Circumstances Giving Rise to Right to Conversion

You have the right to convert to a new Policy if coverage under this Certificate terminates under the circumstances described below.

- 1. Termination of the Group Policy.** If the Group Policy between Us and the Group is terminated as set forth in the Termination of Coverage section of this Certificate, and the Group has not replaced the coverage with similar and continuous health care coverage, whether insured or self-insured, You are entitled to purchase a new Policy as direct payment members.
- 2. If You Are No Longer Covered in a Group.** If Your coverage terminates under the Termination of Coverage section of this Certificate because You are no longer a member of a Group, You are entitled to purchase a new Policy as a direct payment member.
- 3. On the Death of the Subscriber.** If coverage terminates under the Termination of Coverage section of this Certificate because of the death of the Subscriber, the Subscriber's Dependents are entitled to purchase a new Policy as direct payment members.
- 4. Termination of Your Marriage.** If a Spouse's coverage terminates under the Termination of Coverage section of this Certificate because the Spouse becomes divorced from the Subscriber or the marriage is annulled, that former Spouse is entitled to purchase a new Policy as a direct payment member.
- 5. Termination of Coverage of a Child.** If a Child's coverage terminates under the Termination of Coverage section of this Certificate because the Child no longer qualifies as a Child, the Child is entitled to purchase a new Policy as a direct payment member.
- 6. Termination of Your Temporary Continuation of Coverage.** If coverage terminates under the Termination of Coverage section of this Certificate because You are no longer eligible for continuation of coverage, You are entitled to purchase a new Policy as a direct payment member.
- 7. Termination of Your Young Adult Coverage.** If a Child's young adult coverage terminates under the Termination of Coverage section of this Certificate, the Child is entitled to purchase a new Policy as a direct payment member.

#### B. When to Apply for the New Policy

If You are entitled to purchase a new Policy as described above, You must apply to Us for the new Policy within 60 days after termination of coverage under this Certificate. You must also pay the first Premium of the new Policy at the time You apply for coverage.

#### C. The New Policy

We will offer You an individual direct payment Policy at each level of coverage (i.e., bronze, silver, gold or platinum) that covers all benefits required by state and federal law. You may choose among any of the four Policies offered by Us. The coverage may not be the same as Your current coverage. If We determine that You do not reside in New York State, We may issue You or Your family members coverage on a form that We use for conversion in that state.

## A bit of this and that

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We gathered a number of provisions here. They talk about several different things, so we call this part “a bit of this and that.”

### Administrative provisions

#### How you and we will interpret this Certificate

We prepared this Certificate according to ERISA, and according to other federal laws and state laws that apply. You and we will interpret it according to these laws. Also, you are bound by our interpretation of this Certificate when we administer your coverage, so long as we use reasonable discretion.

#### How we administer this plan

We apply policies and procedures we’ve develop to administer this plan.

#### Who’s responsible to you

We are responsible to you for what our employees and other agents do.

We are not responsible for what is done by your Providers. Even Participating providers are not our employees or agents.

### Coverage and services

#### Your coverage can change

Your coverage is defined by the group accident and health insurance policy. This document may have amendments too. Under certain circumstances, we or the policyholder or the law may change your plan. Only Aetna may waive a requirement of your plan. No other person – including the policyholder or Provider – can do this.

#### Who May Change this Certificate

This Certificate may not be modified, amended, or changed, except in writing and signed by Our Chief Executive Officer (“CEO”) or a person designated by the CEO. No employee, agent, or other person is authorized to interpret, amend, modify, or otherwise change this Certificate in a manner that expands or limits the scope of coverage, or the conditions of eligibility, enrollment, or participation, unless in writing and signed by the CEO or person designated by the CEO.

#### If a service cannot be provided to you

Sometimes things happen that are outside of our control. These are things such as natural disasters, epidemics, fire and riots.

We will try hard to get you access to the services you need even if these things happen. But if we can’t, we may refund you or the policyholder any unearned Premium.

#### Legal action

No legal action may be taken by you against Aetna for any expense or bill until you complete the appeal process. See the *When you disagree - An Appeal* section.

## **Time to Sue**

No action at law or in equity may be maintained against Us prior to the expiration of 60 days after written submission of a claim has been furnished to Us as required in this Certificate. You must start any lawsuit against Us under this Certificate within three (3) years from the date the claim was required to be filed.

## **Physical examinations and evaluations**

At our expense, we have the right to have a Physician of our choice examine you. This will be done at all reasonable times while certification or a claim for benefits is pending or under review.

## **Records of expenses**

You should keep complete records of your expenses. They may be needed for a claim.

Things that would be important to keep are:

- Names of Physicians, dentists and others who furnish services
- Dates expenses are incurred
- Copies of all bills and receipts

## **Honest mistakes and intentional deception**

### **Honest mistakes**

You or the policyholder may make an honest mistake in your application for coverage. When we learn of the mistake, we may make a fair change in Premium contribution or in your coverage. If we do, we will tell you what the mistake was. We won't make a change if the mistake happened more than 2 years before we learned of it.

### **Intentional deception**

If we learn that you defrauded us or you intentionally misrepresented material facts, we can take actions that can have serious consequences for your coverage. These serious consequences include, but are not limited to:

- Loss of coverage, starting at some time in the past. This is called rescission.
- Loss of coverage going forward.
- Denial of benefits.
- Recovery of amounts we already paid.

We also may report fraud to criminal authorities.

Rescission means you lose coverage both going forward and going backward. If we paid claims for your past coverage, we will want the money back.

You have special rights if we rescind your coverage.

- We will give you 30 days advanced written notice of any rescission of coverage.
- You have the right to an Aetna appeal.
- You have the right to a third party review conducted by an independent external review organization.

## **Some other money issues**

### **Assignment**

You cannot assign any benefits under this Certificate to any person, corporation or other organization. You cannot assign any monies due under this Certificate to any person, corporation or other organization unless it is an assignment to Your Provider for a surprise bill. See the How Your Coverage Works section of this Certificate for more information about surprise bills. Any assignment by You other than for monies due for a surprise bill will be void. Assignment means the transfer to another person or to an organization of Your right to the services provided under this Certificate or Your right to collect money from Us for those services. However, You may

request Us to make payment for services directly to Your Provider instead of You.

### **Financial sanctions exclusions**

If coverage provided under this certificate violates or will violate any economic or trade sanctions, the coverage will be invalid immediately. For example, we cannot pay for Eligible Health Services if it violates a financial sanction regulation. This includes sanctions related to a person or a country under sanction by the United States, unless it is allowed under a written license from the Office of Foreign Asset Control (OFAC). You can find out more by visiting <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>.

### **Premium contribution**

This plan requires the policyholder to make Premium payments. If payments are made through a payroll deduction with the policyholder, the policyholder will forward your payment to us. We will not pay benefits under this Certificate if Premium payments are not made. Any benefit payment denial is subject to our appeals procedure. See the *When you disagree - claim decisions and appeals procedures* section.

### **Recovery of Overpayments**

On occasion, a payment will be made to You when You are not covered, for a service that is not Covered, or which is more than is proper. When this happens, We will explain the problem to You and You must return the amount of the overpayment to Us within 60 days after receiving notification from Us. However, We shall not initiate overpayment recovery efforts more than 24 months after the original payment was made unless We have a reasonable belief of fraud or other intentional misconduct.

### **Subrogation and Reimbursement**

These paragraphs apply when another party (including any insurer) is, or may be found to be, responsible for Your Injury, Illness or other condition and We have provided benefits related to that Injury, Illness or condition. As permitted by applicable state law, unless preempted by federal law, We may be subrogated to all rights of recovery against any such party (including Your own insurance carrier) for the benefits We have provided to you under this Certificate. Subrogation means that We have the right, independently of you, to proceed directly against the other party to recover the benefits that We have provided.

Subject to applicable state law, unless preempted by federal law, We may have a right of reimbursement if You or anyone on Your behalf receives payment from any responsible party (including Your own insurance carrier) from any settlement, verdict or insurance proceeds, in connection with an Injury, Illness, or condition for which We provided benefits. Under Section 5-335 of the New York General Obligations Law, Our right of recovery does not apply when a settlement is reached between a plaintiff and defendant, unless a statutory right of reimbursement exists. The law also provides that, when entering into a settlement, it is presumed that You did not take any action against Our rights or violate any contract between You and Us. The law presumes that the settlement between You and the responsible party does not include compensation for the cost of health care services for which We provided benefits.

We request that You notify Us within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of Your intention to pursue or investigate a claim to recover damages or obtain compensation due to Injury, Illness or condition sustained by You for which we have provided benefits. You must provide all information requested by Us or Our representatives including, but not limited to, completing and submitting any applications or other forms or statements as We may reasonably request.

### **Your health information**

We will protect your health information. We will use it and share it with others as to help us process your providers' claims and manage your plan.

You can get a free copy of our Notice of Privacy Practices. Just call Member Services at the toll-free number on

your ID card.

When you accept coverage under this plan, you agree to let your Providers share information with us. We need information about your physical and mental condition and care.

## Effect of benefits under other plans

### Effect of a Health Maintenance Organization plan (an HMO Plan) on coverage

If you are eligible and have chosen medical coverage under an HMO plan offered by the employer, you will be excluded from medical coverage (except vision care, if any,) on the date of your coverage under the HMO plan.

If you and your covered dependents:	Change of coverage:	Coverage takes effect:
Live in an HMO plan enrollment area	During an open enrollment period	Group policy anniversary date after the open enrollment period
Live in an HMO plan enrollment area	Not during an open enrollment period	Only if and when we give our written consent
Move from an HMO plan enrollment area or the HMO discontinues	Within 31 days	On the date you elect such coverage
Move from an HMO plan enrollment area or the HMO discontinues	After 31 days	Only if and when we give our written consent

### Extension of benefits for pregnancy

If you are:	Evidence you must provide:	Extension:	Extension will end the earlier of:
In a hospital not affiliated with the HMO plan	The HMO plan provides an extension of benefits for pregnancy	Same length of time and for the same conditions as the HMO plan provides	<ul style="list-style-type: none"> <li>The end of a 90 day period, or</li> <li>The date the person is not confined</li> </ul>

No benefits will be paid for any charges for services rendered or supplies received under an HMO plan.

### Effect of prior coverage - transferred business

Prior coverage means:

- Any plan of group coverage that has been replaced by coverage under part or all of this plan.
- The plan must have been sponsored by the policyholder (e.g., transferred business).
- If you are eligible, the replacement can be complete, or in part for your eligible class. Any such plan is prior coverage if provided by another group contract or any benefit section of this plan.

If your coverage under any part of this plan replaces any prior coverage any benefits provided under such prior coverage may reduce benefits payable under this plan See the *General coverage provisions* section of the schedule of benefits.

Health coverage under this plan will continue uninterrupted as to your dependent college student who takes a medically necessary leave of absence from school. See the *Special coverage options after your plan coverage ends – How can you extend coverage for a child in college on medical leave?* section.



## Glossary A-M

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### **Aetna**

Aetna Life Insurance Company, an affiliate, or a third party vendor under contract with Aetna.

### **Ambulance**

A vehicle staffed by medical personnel and equipped to transport an ill or injured person.

### **Appeal**

A request for Us to review a Utilization Review decision or a Grievance again.

### **Behavioral Health Provider**

An individual professional that is properly licensed or certified to provide diagnostic and/or therapeutic services for Mental Disorders and Substance Abuse under the laws of the jurisdiction where the individual practices.

### **Body Mass Index**

This is a degree of obesity and is calculated by dividing Your weight in kilograms by Your height in meters squared.

### **Brand-Name Prescription Drug**

A U.S. Food and Drug Administration (FDA) approved Prescription Drug marketed with a specific brand name by the company that manufactures it, usually by the company which develops and patents it.

### **Calendar Year**

A period of 1 year beginning January 1<sup>st</sup> and ending on December 31<sup>st</sup>.

### **Certificate**

This Certificate issued by Aetna Life Insurance Company, including the Schedule of Benefits and any attached riders.

### **Coinsurance**

The specific percentage You have to pay for a health care service listed in the Schedule of Benefits.

### **Copay, Copayments**

The specific dollar amount or percentage You have to pay for a health care service listed in the Schedule of Benefits.

### **Cosmetic**

Services, drugs or supplies that are primarily intended to alter, improve or enhance Your appearance.

### **Covered Services or Covered Benefits**

Eligible Health Services that meet the requirements for coverage under the terms of this plan, including:

1. They are Medically Necessary.
2. You received Precertification and/or a Referral, if required.



## **Custodial Care**

Services and supplies mainly intended to help meet Your activities of daily living or other personal needs. Care may be custodial care even if it prescribed by a Physician or given by trained medical personnel.

## **Deductible**

The amount You pay for Eligible Health Services per Calendar Year before Your plan starts to pay as listed in the Schedule of Benefits.

## **Detoxification**

The process where an alcohol or drug intoxicated, or alcohol or drug dependent, person is assisted through the period of time needed to eliminate the:

- Intoxicating alcohol or drug
- Alcohol or drug-dependent factors
- Alcohol in combination with drugs

This could be done by metabolic or other means determined by a Physician. The process must keep the physiological risk to the patient at a minimum. And if it takes place in a Facility, the Facility must meet any applicable licensing standards established by the jurisdiction in which it is located.

## **Directory**

The list of Network Providers for Your plan. The most up-to-date directory for Your plan appears at [www.aetna.com](http://www.aetna.com) under the DocFind® label. When searching DocFind®, You need to make sure that You are searching for Providers that participate in Your specific plan. Network Providers may only be considered for certain Aetna plans.

## **Durable Medical Equipment (DME)**

Equipment and the accessories needed to operate it, that is:

- Made to withstand prolonged use
- Mainly used in the treatment of an Illness or Injury
- Suited for use in the home
- Not normally used by people who do not have an Illness or Injury
- Not for altering air quality or temperature
- Not for exercise or training

## **Effective Date of Coverage**

The date You and Your dependent's coverage begins under this Certificate as noted in Aetna's records.

## **Eligible Health Services**

The health care services and supplies and Prescription Drugs listed in the *Eligible Health Services under Your plan* section and not carved out or limited in the *Exclusions* section or in the Schedule of Benefits.

## **Emergency Admission**

An admission to a Hospital or treatment facility ordered by a Physician within 24 hours after You receive Emergency Medical Services.

## **Emergency Condition**

A medical or behavioral condition that manifests itself by Acute symptoms of sufficient severity, including severe pain, such that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

- Placing the health of the person afflicted with such condition or, with respect to a pregnant woman, the health of the woman or her unborn child in serious jeopardy, or in the case of a behavioral condition, placing the health of such person or others in serious jeopardy;
- Serious impairment to such person's bodily functions;
- Serious dysfunction of any bodily organ or part of such person; or
- Serious disfigurement of such person.

## **Emergency Services**

A medical screening examination which is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate such Emergency Condition; and within the capabilities of the staff and facilities available at the Hospital, such further medical examination and treatment as are required to stabilize the patient. "To stabilize" is to provide such medical treatment of an Emergency Condition as may be necessary to assure that, within reasonable medical probability, no material deterioration of the condition is likely to result from or occur during the transfer of the patient from a Facility, or to deliver a newborn child (including the placenta).

## **Experimental or Investigational**

A drug, device, procedure, or treatment that We find is experimental or investigational because:

- There is not enough outcome data available from controlled clinical trials published in the peer-reviewed literature to validate its safety and effectiveness for the Illness or Injury involved
- The needed approval by the FDA has not been given for marketing
- A national medical or dental society or regulatory agency has stated in writing that it is experimental or investigational or suitable mainly for research purposes
- It is the subject of a Phase I, Phase II or the experimental or research arm of a Phase III clinical trial. These terms have the meanings given by regulations and other official actions and publications of the FDA and Department of Health and Human Services
- Written protocols or a written consent form used by a facility Provider state that it is experimental or investigational.

## **External Appeal Agent**

An entity that has been certified by the New York State Department of Financial Services to perform external appeals in accordance with New York law.

## **Formulary Exclusions List**

A list of Prescription Drugs not covered under the plan. This list is subject to change.

## **Generic Prescription Drug**

A Prescription Drug with the same dosage, safety, strength, quality, performance and intended use as the brand name product. It is defined as therapeutically equivalent by the U.S. Food and Drug Administration (FDA) and is considered to be as effective as the brand name product.

## **Grievance**

A complaint that You communicate to Us that does not involve a utilization review determination.

## **Group Policy**

The Group Policy consists of several documents taken together. These documents are:

- The group application
- The Group Policy
- The Certificate
- The Schedule of Benefits

Any amendments to the Group Policy, the Certificate, and the Schedule of Benefits

## **Health Professional**

A person who is licensed, certified or otherwise authorized by law to provide health care services to the public. For example, Physicians, nurses, and physical therapists.

## **Home Health Care Agency**

An agency licensed, certified or otherwise authorized by applicable state and federal laws to provide home health care services, such as skilled nursing and other therapeutic services.

## **Home Health Care Plan**

A plan of services prescribed by a Physician or other health care practitioner to be provided in the home setting. These services are usually provided after Your discharge from a Hospital or if You are homebound.

## **Hospice Care**

Care designed to give supportive care to people in the final phase of a Terminal Illness and focus on comfort and quality of life, rather than cure.

## **Hospice Care Agency**

An agency or organization licensed, certified or otherwise authorized by applicable state and federal laws to provide Hospice Care. These services may be available in Your home or inpatient setting.

## **Hospice Care Program**

A program prescribed by a Physician or other Health Professional to provide Hospice Care and supportive care to their families.

## **Hospice Facility**

An institution specifically licensed, certified or otherwise authorized by applicable state and federal laws to provide Hospice Care.

## **Hospital**

A short term, acute, general Hospital, which:

- Is primarily engaged in providing, by or under the continuous supervision of Physicians, to patients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- Has organized departments of medicine and major Surgery;
- Has a requirement that every patient must be under the care of a Physician or dentist;
- Provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- If located in New York State, has in effect a Hospitalization review plan applicable to all patients which meets at least the standards set forth in 42 U.S.C. Section 1395x(k);

- Is duly licensed by the agency responsible for licensing such Hospitals; and
- Is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

Hospital does not mean health resorts, spas, or infirmaries at schools or camps.

## **Illness**

Poor health resulting from disease of the body or mind.

## **Infertile or Infertility**

A disease defined by the failure to conceive a pregnancy after 12 months or more of timed intercourse or egg-sperm contact for women under age 35 (or 6 months for women age 35 or older).

## **Injury**

Physical damage done to a person or part of their body.

## **Institutes of Excellence™ (IOE) Facility**

A facility designated by Aetna in the Provider Directory as Institutes of Excellence Network Provider for specific services or procedures.

## **Intensive Outpatient Program (IOP)**

Clinical treatment provided in a facility or program provided under the direction of a Physician. Services are designed to address a Mental Disorder or Substance Abuse issue and may include group, individual, family or multi-family group psychotherapy, psycho educational services, and adjunctive services such as medication monitoring.

## **Jaw Joint Disorder**

This is:

- A Temporomandibular Joint (TMJ) dysfunction or any similar disorder of the jaw joint,
- A Myofacial Pain Dysfunction (MPD) of the jaw, or
- Any similar disorder in the relationship between the jaw joint and the related muscles and nerves.

## **L.P.N.**

A licensed practical nurse or a licensed vocational nurse.

## **Mail Order Pharmacy**

A pharmacy where Prescription Drugs are legally dispensed by mail or other carrier.

## **Maximum Out-of-Pocket Limit**

The maximum out-of-pocket amount for payment of coinsurance including any Deductible, to be paid by You or any covered dependents per Calendar Year for Eligible Health Services.

## **Medically Necessary/Medical Necessity**

Health care services that We determine a Provider exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an Illness, Injury, disease or its symptoms, and that We determine are:

- In accordance with generally accepted standards of medical practice
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's Illness, Injury or disease
- Not primarily for the convenience of the patient, Physician, or other health care Provider
- Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's Illness, Injury or disease

Generally accepted standards of medical practice means:

- Standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community.
- Consistent with the standards set forth in policy issues involving clinical judgment.

## **Mental Disorder**

An Illness commonly understood to be a Mental Disorder, whether or not it has a physiological basis, and for which treatment is generally provided by or under the direction of a Behavioral Health Provider such as a Psychiatrist, a psychologist or a psychiatric social worker. Mental Disorder includes substance related disorders.

## **Morbid Obesity/Morbidly Obese**

This means the Body Mass Index is well above the normal range and severe medical conditions may also be present, such as:

- High blood pressure
- A heart or lung condition
- Sleep apnea or
- Diabetes

## **Negotiated Charge**

*As to health coverage, (other than Prescription Drug coverage for services obtained from a Participating Pharmacy):*

The amount a Participating Provider has agreed to accept for rendering services or providing Prescription Drugs or supplies to members of Your plan.

*As to Prescription Drug coverage when Prescription Drugs are obtained from a Participating Pharmacy:*

The amount Aetna has established for each Prescription Drug obtained from a Participating Pharmacy under this plan. This Negotiated Charge may reflect amounts Aetna has agreed to pay directly to the Participating Pharmacy or to a third party vendor for the Prescription Drug, and may include an additional service or risk charge set by Aetna.

The Negotiated Charge does not reflect any amount Aetna, an affiliate, or a third party vendor, may receive under a rebate arrangement between Aetna, an affiliate or a third party vendor and a Drug manufacturer for any Prescription Drug, including Prescription Drugs on the Preferred Drug Guide.

Aetna may receive rebates from the manufacturers of Prescription Drugs and may receive or pay additional amounts from or to third parties under price guarantees. These amounts will not change the Negotiated Charge under this plan.

## **Non-Participating Drug**

A Prescription Drug or device that may have a higher out-of-pocket cost than a preferred drug.

## **Non-Participating Provider**

A Provider who is not a Network Provider or National Advantage Program (NAP) Provider and does not appear in the Directory for Your plan.

## **Non-Participating Pharmacy**

A pharmacy that is not a Participating Pharmacy, and does not appear in the Directory for Your plan.

## **Out-of-network provider**

A **provider** who is not a **network provider**.

## **Partial Hospitalization Treatment**

A plan of medical, psychiatric, nursing, counseling, or therapeutic services to treat Mental Disorders and Substance Abuse. The treatment plan must meet these tests:

- It is carried out in a Hospital, Psychiatric Hospital or Residential Treatment Facility on less than a full-time inpatient basis.
- It is in accordance with accepted medical practice for the condition of the person.
- It does not require full-time confinement.
- It is supervised by a Psychiatrist who weekly reviews and evaluates its effect.

## **Participating Provider**

A Provider listed in the Directory for Your plan. However, a NAP Provider listed in the NAP directory is not a Participating Provider.

## **Participating Pharmacy**

A Retail, Mail Order or Specialty Pharmacy that has contracted with Aetna, an affiliate, or a third party vendor, to provide outpatient Prescription Drugs to You.

## **Pharmacy**

An establishment where Prescription Drugs are legally dispensed. This includes a Retail, Mail Order and Specialty Pharmacy.

## **Physician**

A skilled health care professional trained and licensed to practice medicine under the laws of the state where they practice; specifically, doctors of medicine or osteopathy.

## **Preauthorization, Preauthorize**

A requirement that You or Your Physician contact Aetna before You receive coverage for certain services. This may include a determination by Us as to whether the service is Medically Necessary and eligible for coverage.

## **Preferred Drug**

A Prescription Drug or device that is listed on the Preferred Drug guide.

## **Preferred Drug Guide**

A list of Prescription Drugs and devices established by Aetna or an affiliate. It does not include all Prescription Drugs and devices. This list can be reviewed and changed by Aetna or an affiliate. A copy of the Preferred Drug guide is available at Your request. Or You can find it on the Aetna website at [www.aetna.com/formulary](http://www.aetna.com/formulary).

## **Preferred Network Pharmacy**

A Network Retail Pharmacy that Aetna, has identified as a Participating Pharmacy.

## **Preferred Provider**

A Provider who has a contract with Us to provide services to You at the highest level of coverage available to You. You will pay the least amount of Cost-Sharing to see a Preferred Provider.

## **Premium**

The amount You or the policyholder is required to pay to Aetna to continue coverage.

## **Prescriber**

Any Provider acting within the scope of his or her license, who has the legal authority to write an order for outpatient Prescription Drugs.

## **Prescription**

*As to hearing care:*

A written order for the dispensing of Prescription electronic hearing aids by otolaryngologist, otologist or audiologist.

*As to Prescription Drugs:*

A written order for the dispensing of a Prescription Drug by a Prescriber. If it is a verbal order, it must promptly be put in writing by the Participating Pharmacy.

*As to vision care:*

A written order for the dispensing of Prescription lenses or Prescription contact lenses by an ophthalmologist or optometrist.

## **Prescription Drug**

A Drug, biological, or compounded Prescription which, by State and Federal Law, may be dispensed only by Prescription or administered by a person who is acting within his or her capacity as a paid Health Professional.

## **Primary care Physician (PCP)**

A Physician who:

- The Directory lists as a PCP
- Is selected by a person from the list of PCPs in the Directory
- Supervises, coordinates and provides initial care and basic medical services to a person as a family care Physician, an internist or a pediatrician
- Initiates Referrals for Specialist care and maintains continuity of patient care
- Is shown on Aetna's records as Your PCP

## **Provider(s)**

A Physician, other Health Professional, Hospital, Skilled Nursing Facility, Home Health Care Agency or other entity or person licensed or certified under applicable state and federal law to provide health care services to You. If state law does not specifically provide for licensure or certification, the entity must meet all Medicare accreditation standards (even if it does not participate in Medicare).

## **Psychiatric Hospital**

An institution specifically licensed as a Psychiatric Hospital by applicable state and federal laws to provide a program for the diagnosis, evaluation, and treatment of alcoholism, Drug abuse, Mental Disorders, or mental illnesses.

## **Psychiatrist**

A Psychiatrist generally provides evaluation and treatment of mental, emotional, or behavioral disorders.

## **Recognized Charge**

The amount of a Non-Participating Provider's charge that is eligible for coverage. You are responsible for all amounts above the Recognized Charge. The Recognized Charge may be less than the Provider's full charge.

In all cases, the Recognized Charge is based on the Geographic area where You receive the service or supply.

Except as otherwise specified below, the Recognized Charge for each service or supply is the lesser of what the Provider bills and:

- For professional services and for other services or supplies not mentioned below:
  - 180% of the Medicare allowable rate
- For services of Hospitals and other facilities:
  - 225% of the Medicare allowable rate
- For Prescription Drugs:
  - 110% of the Average wholesale price (AWP)



For Emergency Services, the Recognized Charge is the Negotiated Charge for Providers with whom We have a direct contract but are not Participating Providers.

We have the right to apply Aetna reimbursement policies. Those policies may further reduce the Recognized Charge. These policies take into account factors such as:

- The duration and complexity of a service
- When multiple procedures are billed at the same time, whether additional overhead is required
- Whether an assistant surgeon is necessary for the service
- If follow up care is included
- Whether other characteristics modify or make a particular service unique
- When a charge includes more than one claim line, whether any services described by a claim line are part of or incidental to the primary service provided and
- The educational level, licensure or length of training of the Provider

Aetna reimbursement policies are based on Our review of:

- The Centers for Medicare and Medicaid Services' (CMS) National Correct Coding Initiative (NCCI) and other external materials that say what billing and coding practices are and are not appropriate
- Generally accepted standards of medical and dental practice and
- The views of Physicians and dentists practicing in the relevant clinical areas

We use commercial software to administer some of these policies. Some policies are different for professional services than for facility services.

Special terms used

Average wholesale price (AWP), Geographic area, and Medicare allowable rates are defined as follows:

Average wholesale price (AWP)

Is the current average wholesale price of a Prescription Drug listed in the Medi-span weekly price updates (or any other similar publication chosen by Aetna).

Geographic area

The Geographic Area made up of the first three digits of the U.S. Postal Service zip codes. If We determine We need more data for a particular service or supply, We may base rates on a wider Geographic Area such as an entire state.

Medicare allowable rates

Except as specified below, these are the rates CMS establishes for services and supplies provided to Medicare enrollees. We update Our systems with these revised rates within 180 days of receiving them from CMS. If Medicare does not have a rate, We will determine the rate as follows:

- Use the same method CMS uses to set Medicare rates.
- Look at what other Providers charge.
- Look at how much work it takes to perform a service.
- Look at other things as needed to decide what rate is reasonable for a particular service or supply.

**Additional information:**

Get the most value out of Your benefits. Use the “Estimate the Cost of Care” tool on Aetna Navigator® to help decide whether to get care in Network or out-of-Network. Aetna’s secure member website at [www.aetna.com](http://www.aetna.com) may contain additional information which may help You determine the cost of a service or supply. Log on to Aetna Navigator® to access the “Estimate the Cost of Care” feature. Within this feature, view Our “Cost of Care” and “Member Payment Estimator” tools.

**R.N.**

A registered nurse.

**Residential treatment facility (mental disorders)**

- An institution specifically licensed as a **residential treatment facility** by applicable state and federal laws to provide for mental health residential treatment programs. And is credentialed by **Aetna** or is accredited by one of the following agencies, commissions or committees for the services being provided:
  - The Joint Commission (TJC)
  - The Committee on Accreditation of Rehabilitation Facilities (CARF)
  - The American Osteopathic Association’s Healthcare Facilities Accreditation Program (HFAP)
  - The Council on Accreditation (COA)

In addition to the above requirements, an institution must meet the following for Residential Treatment Programs treating **mental disorders**:

- A **behavioral health provider** must be actively on duty 24 hours per day for 7 days a week.
- The patient must be treated by a **psychiatrist** at least once per week.
- The medical director must be a **psychiatrist**.
- Is not a wilderness treatment program (whether or not the program is part of a licensed **residential treatment facility** or otherwise licensed institution).

**Residential treatment facility (substance abuse)**

- An institution specifically licensed as a **residential treatment facility** by applicable state and federal laws to provide for substance abuse residential treatment programs. And is credentialed by **Aetna** or accredited by one of the following agencies, commissions or committees for the services being provided:
  - The Joint Commission (TJC)
  - The Committee on Accreditation of Rehabilitation Facilities (CARF)
  - The American Osteopathic Association’s Healthcare Facilities Accreditation Program (HFAP)
  - The Council on Accreditation (COA)

In addition to the above requirements, an institution must meet the following for Chemical Dependence Residential Treatment Programs:

- A **behavioral health provider** or an appropriately state certified professional (CADC, CAC, etc.) must be actively on duty during the day and evening therapeutic programming.
- The medical director must be a **physician** who is an addiction **specialist**.
- Is not a wilderness treatment program (whether or not the program is part of a licensed **residential treatment facility** or otherwise licensed institution).

In addition to the above requirements, for Chemical Dependence **Detoxification** Programs within a residential setting:

- An **R.N.** must be onsite 24 hours per day for 7 days a week within a residential setting.
- Residential care must be provided under the direct supervision of a **physician**.

### **Retail pharmacy**

A community **pharmacy** that dispenses outpatient **prescription drugs** at retail prices.

### **Room and board**

A facility's charge for your overnight **stay** and other services and supplies expressed as a daily or weekly rate.

### **Schedule of Benefits**

The section of this Certificate that describes the Copayments, Deductibles, Coinsurance, Out-of-Pocket Limits, Preauthorization requirements, Referral requirements, and other limits on Covered Services.

### **Semi-Private Room Rate**

An institution's Room and Board charge for most beds in rooms with 2 or more beds. If there are no such rooms, Aetna will calculate the rate based on the rate most commonly charged by similar institutions in the same Geographic Area.

### **Service Area**

The Geographic Area where Participating Providers for this plan are located.

### **Skilled Nursing Facility**

A facility specifically licensed as a Skilled Nursing Facility by applicable state and federal laws to provide skilled nursing care.

Skilled Nursing Facilities also include rehabilitation Hospitals, and portions of a rehabilitation Hospital and a Hospital designated for skilled or rehabilitation services.

Skilled Nursing Facility does not include institutions that provide only:

- Minimal care
- Custodial Care services
- Ambulatory care
- Part-time care services

It does not include institutions that primarily provide for the care and treatment of Mental Disorders or Substance Abuse.

### **Skilled Nursing Services**

Services provided by an R.N. or L.P.N. within the scope of his or her license.

### **Specialist**

A Physician who practices in any generally accepted medical or surgical sub-specialty.

## **Specialty Prescription Drugs**

These are Prescription Drugs that include typically high-cost drugs that require special handling, special storage or monitoring and may include things such as oral, topical, inhaled and injected routes of administration.

You can access the list of these Specialty Prescription Drugs by calling the toll-free number on Your ID card or by logging on to Your Aetna Navigator® secure member website at [www.aetna.com](http://www.aetna.com).

## **Specialty Pharmacy**

This is a designated by Aetna as a **network pharmacy** to fill Prescriptions for **Specialty** Prescription Drugs.

## **Stay**

A full-time inpatient confinement for which a Room and Board charge is made.

## **Step Therapy**

A form of Preauthorization under which certain Prescription Drugs will be excluded from coverage, unless a first-line therapy Drug(s) is used first by You. The list of step-therapy Drugs is subject to change by Aetna or an affiliate. An updated copy of the list of Drugs subject to Step Therapy shall be available upon request by You or may be accessed on the Aetna website at [www.aetna.com/formulary](http://www.aetna.com/formulary).

## **Substance Abuse**

This is a physical or psychological dependency, or both, on a controlled substance or alcohol agent. These are defined on Axis I in the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association. This term does not include conditions that You cannot attribute to a Mental Disorder that are a focus of attention or treatment. Or an addiction to nicotine products, food or caffeine intoxication.

## **Surgery Center**

A facility specifically licensed as a freestanding ambulatory surgical facility by applicable state and federal laws to provide outpatient Surgery services. If state law does not specifically provide for licensure as an ambulatory surgical facility, the facility must meet all Medicare accreditation standards (even if it does not participate in Medicare)

## **Surgery or Surgical Procedures**

The diagnosis and treatment of Injury, deformity and disease by manual and instrumental means, such as cutting, abrading, suturing, destruction, ablation, removal, lasering, introduction of a catheter (e.g., heart or bladder catheterization) or scope (e.g., colonoscopy or other types of endoscopy), correction of fracture, reduction of dislocation, application of plaster casts, injection into a joint, injection of sclerosing solution, or otherwise physically changing body tissues and organs.

## **Telemedicine**

A telephone or internet-based consult with a Provider that has contracted with Aetna to offer these services.

## **Terminal illness**

A medical prognosis that You are not likely to live more than 12 months.

## **Therapeutic Drug Class**

A group of Drugs or medications that have a similar or identical mode of action. Or are used for the treatment of the same or similar disease or Injury.

**Urgent Care**

Medical care for an illness, injury or condition serious enough that a reasonable person would seek care right away, but not so severe as to require Emergency Department Care. Urgent Care may be rendered in a Physician's office or Urgent Care Center.

**Urgent Care Center**

A licensed facility (other than a Hospital) that provides Urgent Care.

**Us, We, Our**

Aetna Life Insurance Company and anyone to whom We legally delegate performance, on Our behalf, under this Certificate.

**Walk-In Clinic**

A free-standing health care facility. Neither of the following should be considered a Walk-In Clinic:

- An emergency room
- The outpatient department of a Hospital

**You, Your**

The member.

## Discount and Wellness programs

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### Discount arrangements

We can offer you discounts on health care related goods or services. Sometimes, other companies provide these discounted goods and services. These companies are called “third party service providers”. These third party service providers may pay us so that they can offer you their services.

Third party service providers are independent contractors. The third party service provider is responsible for the goods or services they deliver. We have the right to change or end the arrangements at any time.

These discount arrangements are not insurance. We don't pay the third party service providers for the services they offer. You are responsible for paying for the discounted goods or services.

### Wellness Benefits

#### Exercise Facility Reimbursement

We will partially reimburse the Subscriber and the Subscriber's covered Spouse for certain exercise facility fees or membership fees but only if such fees are paid to exercise facilities which maintain equipment and programs that promote cardiovascular wellness.

Memberships in tennis clubs, country clubs, weight loss clinics, spas or any other similar facilities will not be reimbursed. Lifetime memberships are not eligible for reimbursement. Reimbursement is limited to actual workout visits. We will not provide reimbursement for equipment, clothing, vitamins or other services that may be offered by the facility (e.g., massages, etc.).

In order to be eligible for reimbursement, You must:

- Be an active member of the exercise facility or attend classes at the exercise facility, and
- Complete 50 visits in a six(6)-month period.

In order to obtain reimbursement, at the end of the six (6)-month period, You must submit:

- A completed reimbursement form; Documentation of the visits from the facility.
- A copy of Your current facility bill which shows the fee paid for Your membership; classes.

Once We receive the completed reimbursement form; documentation of the visits and the bill, You will be reimbursed the lesser of \$200 for the Subscriber and \$100 for the Subscriber's covered Spouse or the actual cost of the membership per six (6)-month period. Reimbursement will be issued only after You have completed each six (6)-month period even if 50 visits are completed sooner.

## Wellness and Other Incentives

We may encourage you to access certain medical services, use tools (online and others) that enhance your coverage and services, and continue participation as an **Aetna** member through incentives. You and your doctor can talk about these medical services and tools and decide if they are right for you. In connection with a wellness or health improvement program, we may provide incentives based on your participation and your results. Incentives may include but are not limited to:

- Modifications to **copayment, deductible, or coinsurance** amounts
- **Premium** discounts or rebates
- Contributions to a health savings account
- Fitness center membership reimbursement
- Merchandise
- Coupons
- Gift cards
- Debit cards, or
- Any combination of the above.

# Aetna Life Insurance Company

Hartford, Connecticut 06156

## CERTIFICATE RIDER

**Policyholder:** University of Rochester  
**Group Policy No.** GP-804712  
**Effective Date:** January 1, 2018

The following summarizes changes made in your Certificate of Insurance. This Rider is effective on the date shown above.

## Contraception Expenses

### General

This rider amends the benefits of Your Certificate and provides Coverage for the following:

- We Cover contraceptive drugs or devices or generic equivalents approved as substitutes by the FDA. The contraceptive drug or device must be prescribed for You by a Provider that is legally authorized to prescribe pursuant to applicable law. Certain contraceptive drugs and devices may require an office visit, such as drugs or devices that require injection or insertion. We also Cover family planning services which consist of FDA-approved contraceptive methods prescribed by a Provider, counseling on the use of contraceptives and related topics, and sterilization procedures for women. Such contraceptive drugs or devices, office visits, family planning services and sterilization procedures are not subject to Copayments, Deductibles or Coinsurance when provided in accordance with the comprehensive guidelines supported by HRSA and items or services with an "A" or "B" rating from USPSTF and when provided by a Participating Provider.
- We Cover vasectomies subject to Copayments, Deductibles or Coinsurance.
- We do not Cover services related to the reversal of elective sterilizations.

#### Important Notes:

1. Coverage under this benefit for contraceptive Prescription Drugs and Devices does not include contraceptive methods that are:
  - Brand-Name Prescription Drugs;
  - brand-name contraceptive devices;
  - Biosimilar Prescription Drugs;
  - FDA-approved female:
    - brand-name and biosimilar emergency contraceptives; and
    - brand name over-the-counter (OTC) emergency contraceptives;
    - Other FDA-approved female and male generic and brand-name over the counter )OTC) contraceptives;



**unless:**

- You or your Prescriber may seek a medical exception by submitting a request to Aetna's *Preauthorization Department*. Any waiver granted as a result of a medical exception shall be based upon an individual, case by case Medically Necessary determination and coverage will not apply or extend to other covered persons.
  - you are granted a medical exception. Refer to *Medical Exceptions* described under the Prescription Drug Plan *Preauthorization* section of the *Booklet-Certificate* for information on how you or your Prescriber can obtain a medical exception.
2. A *generic equivalent* contains the identical amounts of the same active ingredients as the Brand-name Prescription Drug. A *biosimilar* is a biological drug that is therapeutically similar to the Brand-name Prescription Drug. A *generic alternative* is used for the same purpose, but can have different ingredients or different amounts of ingredients.

### **Controlling Certificate**

All of the terms, conditions, limitations, and exclusions of Your Certificate to which this rider is attached shall also apply to this rider except where specifically changed by this rider.



Mark T. Bertolini  
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company  
(A Stock Company)

# Additional Information Provided by

## University of Rochester

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). It is not a part of your booklet-certificate. Your Plan Administrator has determined that this information together with the information contained in your booklet-certificate is the Summary Plan Description required by ERISA.

In furnishing this information, Aetna is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely and accurate basis.

**Name of Plan:**

University of Rochester Postdoctoral Benefits

**Employer Identification Number:**

16-0743209

**Plan Number:**

Refer to your Plan Administrator for this information

**Type of Plan:**

Welfare

**Type of Administration:**

Group Insurance Policy with:

Aetna Life Insurance Company  
151 Farmington Avenue  
Hartford, CT 06156

**Plan Administrator:**

University of Rochester  
200 Wallis Hall Box 270021  
Rochester, NY 14627  
Telephone Number: (585) 273-1619

**Agent For Service of Legal Process:**

University of Rochester  
200 Wallis Hall Box 270021  
Rochester, NY 14627

Service of legal process may also be made upon the Plan Administrator

**End of Plan Year:**

December 31

**Source of Contributions:**

Employer and Employees

**Procedure for Amending the Plan:**

The Employer may amend the Plan from time to time by a written instrument signed by the Deputy of the Provost.

**ERISA Rights**

As a participant in the group insurance plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

**Receive Information about Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Receive a copy of the procedures used by the Plan for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

**Continue Group Health Plan Coverage**

Continue health care coverage for yourself, your spouse, or your dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the Plan for the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the Plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to preexisting condition exclusion for 12 months after your enrollment date in your coverage under this Plan. Contact your Plan Administrator for assistance in obtaining a certificate of creditable coverage.

**Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$ 110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact:

- the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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

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

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

In addition, a plan or issuer may not, under federal law, require that you, your physician, or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, you may be required to obtain precertification for any days of confinement that exceed 48 hours (or 96 hours). For information on precertification, contact your plan administrator.

### **Notice Regarding Women's Health and Cancer Rights Act**

Under this health plan, as required by the Women's Health and Cancer Rights Act of 1998, coverage will be provided to a person who is receiving benefits in connection with a mastectomy and who elects breast reconstruction in connection with the mastectomy for:

- (1) all stages of reconstruction of the breast on which a mastectomy has been performed;
- (2) surgery and reconstruction of the other breast to produce a symmetrical appearance;
- (3) prostheses; and
- (4) treatment of physical complications of all stages of mastectomy, including lymphedemas.

This coverage will be provided in consultation with the attending physician and the patient, and will be provided in accordance with the plan design, limitations, copays, deductibles, and referral requirements, if any, as outlined in your plan documents.

If you have any questions about our coverage of mastectomies and reconstructive surgery, please contact the Member Services number on your ID card.

For more information, you can visit this U.S. Department of Health and Human Services website, <http://www.cms.gov/home/regsguidance.asp>, and this U.S. Department of Labor website, [http://www.dol.gov/ebsa/consumer\\_info\\_health.html](http://www.dol.gov/ebsa/consumer_info_health.html).

# **IMPORTANT HEALTH CARE REFORM NOTICES**

## **CHOICE OF PROVIDER**

If your Aetna plan generally requires or allows the designation of a primary care provider, you have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. If the plan or health insurance coverage designates a primary care provider automatically, then until you make this designation, Aetna designates one for you. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact your Employer or, if you are a current member, your Aetna contact number on the back of your ID card.

If your Aetna plan allows for the designation of a primary care provider for a child, you may designate a pediatrician as the primary care provider.

If your Aetna plan provides coverage for obstetric or gynecological care and requires the designation of a primary care provider then you do not need prior authorization from Aetna or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact your Employer or, if you are a current member, your Aetna contact number on the back of your ID card.

## **Confidentiality Notice**

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law. In our health plans, participating network providers are also required to give you access to your medical records within a reasonable amount of time after you make a request.

Some of the ways in which personal information is used include claim payment; utilization review and management; medical necessity reviews; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Privacy Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call the toll-free Member Services number on your ID card or visit our Internet site at [www.aetna.com](http://www.aetna.com).

## **Continuation of Coverage During an Approved Leave of Absence Granted to Comply With Federal Law**

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved FMLA leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be subject to prior written agreement between Aetna and your Employer.

If your Employer grants you an approved FMLA leave in accordance with FMLA, you may, during the continuance of such approved FMLA leave, continue Health Expense Benefits for you and your eligible dependents.

At the time you request the leave, you must agree to make any contributions required by your Employer to continue coverage. Your Employer must continue to make premium payments.

If Health Expense Benefits has reduction rules applicable by reason of age or retirement, Health Expense Benefits will be subject to such rules while you are on FMLA leave.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date your Employer determines your approved FMLA leave is terminated.
- The date the coverage involved discontinues as to your eligible class. However, coverage for health expenses may be available to you under another plan sponsored by your Employer.

Any coverage being continued for a dependent will not be continued beyond the date it would otherwise terminate.

If Health Expense Benefits terminate because your approved FMLA leave is deemed terminated by your Employer, you may, on the date of such termination, be eligible for Continuation Under Federal Law on the same terms as though your employment terminated, other than for gross misconduct, on such date. If the group contract provides any other continuation of coverage (for example, upon termination of employment, death, divorce or ceasing to be a defined dependent), you (or your eligible dependents) may be eligible for such continuation on the date your Employer determines your approved FMLA leave is terminated or the date of the event for which the continuation is available.

If you acquire a new dependent while your coverage is continued during an approved FMLA leave, the dependent will be eligible for the continued coverage on the same terms as would be applicable if you were actively at work, not on an approved FMLA leave.

If you return to work for your Employer following the date your Employer determines the approved FMLA leave is terminated, your coverage under the group contract will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date your Employer determines the approved FMLA leave to be terminated. If you do not make such request within 31 days, coverage will again be effective under the group contract only if and when Aetna gives its written consent.

If any coverage being continued terminates because your Employer determines the approved FMLA leave is terminated, any Conversion Privilege will be available on the same terms as though your employment had terminated on the date your Employer determines the approved FMLA leave is terminated.