Member Coverage Documents

Individual and Family EPO Policy
and
Vision and Dental PPO Policy (for Covered Persons age 19 and older)
(547159)

A complete explanation of Your plan

Health Net®
LIFE INSURANCE COMPANY

POLICY

A complete explanation of Your plan

Individual and Family Minimum Coverage PureCare One EPO Plan Policy
PureCare One EPO Plan

Important benefit information - please read

Notice of Right to Examination:

If You are not satisfied with Your coverage under this *Policy*, You may return this *Policy* to HNL within 10 days of receipt for a refund of any premiums paid.

Policyholders age 65 and older have the right to return the *Policy* to HNL within 30 days of receipt for a full refund of all premiums and any policy fee paid.

Upon timely return of the *Policy* by mail or delivery, HNL will consider the *Policy* void from the beginning (as if it had never been issued).

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Amendment to Your 2018 Policy

Dear Policyholder:

We would like to inform you that your *Policy* terms are changing as described herein.

The provisions on the following pages supersede and replace the noted provisions in your *Policy*. All other terms and conditions shown in your *Policy* will continue to apply.

All terms initially capitalized herein shall have the same meaning attributed to such terms in your *Policy*. Please attach this Notice to your *Policy*. If you have questions about this Notice, please contact Health Net Customer Contact Center at the telephone number on your Health Net Life Insurance ID Card.

HEALTH NET LIFE INSURANCE COMPANY

Steven Sell
President

Changes to Coverage Terms for New and Renewing Policies Effective on and after *January 1, 2018*

THE "DEFINITIONS" SECTION OF YOUR POLICY HAS BEEN REVISED AS FOLLOWS:

1. To comply with California legislation AB 1074, the definition of "Qualified Autism Service Provider" has been revised and will now read as follows:

   QUALIFIED AUTISM SERVICE PROVIDER means either of the following: (1) A person who is certified by a national entity, such as the Behavior Analyst Certification Board, with a certification that is accredited by the National Commission for Certifying Agencies, and who designs, supervises, or provides treatment for pervasive developmental disorder or autism, provided the services are within the experience and competence of the person who is nationally certified. (2) A person licensed as a Physician and surgeon, physical therapist, occupational therapist, psychologist, marriage and family therapist, educational psychologist, clinical social worker, professional clinical counselor, speech-language pathologist, or audiologist and who designs, supervises, or provides treatment for pervasive developmental disorder or autism, provided the services are within the experience and competence of the licensee.

   Qualified Autism Service Providers supervise qualified autism service professionals and paraprofessionals who provide behavioral health treatment and implement services for pervasive developmental disorder or autism pursuant to the treatment plan developed and approved by the Qualified Autism Service Provider.

   - A qualified autism service professional: (1) provides behavioral health treatment which may include clinical case management and case supervision under the direction and supervision of a Qualified Autism Service Provider; (2) is supervised by a Qualified Autism Service Provider; (3) provides treatment pursuant to a treatment plan developed and approved by the Qualified Autism Service Provider; (4) is a behavioral service provider who meets the education and experience qualifications described in Section 54342 of Title 17 of the California Code of Regulations for an Associate Behavior Analyst, Behavior Analyst, Behavior Management Assistant, Behavior Management Consultant, or Behavior Management Program; (5) has training and experience in providing services for pervasive developmental disorder or autism pursuant to Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code or Title 14 (commencing with Section 95000) of the Government Code; and (6) is employed by the Qualified Autism Service Provider or an entity or group that employs Qualified Autism Service Providers responsible for the autism treatment plan.
   - A qualified autism service paraprofessional is an unlicensed and uncertified individual who: (1) is supervised by a Qualified Autism Service provider or qualified autism service professional at a level of clinical supervision that meets professionally recognized standards of practice; (2) provides treatment pursuant to a treatment plan developed and approved by the Qualified Autism Service Provider; (3) meets the education and training qualifications described in Section 54342 of Title 17 of the California Code of Regulations; (4) has adequate education, training, and experience as certified by the Qualified Autism Service Provider or an entity or group that employs Qualified Autism Service Providers, and (5) is employed by the Qualified Autism Service Provider or an entity or group that employs Qualified Autism Service Providers responsible for the autism treatment plan.

THE "MEDICAL BENEFITS" SECTION HAS BEEN REVISED AS FOLLOWS:

1. To comply with California legislation AB 1074, the "Outpatient Services" portion of the "Mental Disorders" provision in the "Mental Health, Behavioral Health or Substance Abuse Needs" section has been revised and will now read as follows:

   Mental Disorders - Treatment of Mental Disorders is covered as shown in the "Schedule of Benefits" section under "Mental Health, Behavioral Health or Substance Abuse Needs."

   Outpatient Services - Outpatient services are covered as shown in the "Schedule of Benefits" section under "Mental Health, Behavioral Health or Substance Abuse Needs."

   Covered services include:

   - Outpatient office visits for Mental Disorders and Chemical Dependency to Physicians and other licensed providers, as described in this *Policy*: Includes outpatient crisis intervention, short-term evaluation and therapy, longer-term specialized therapy, individual and group mental health evaluation and treatment, medication management and drug therapy monitoring.
   - Outpatient services other than office visits for Mental Disorders and Chemical Dependency, as ordered by a Physician or other licensed provider described in this *Policy*: Includes psychological and neuropsychological testing when necessary to evaluate a Mental Disorder, intensive outpatient care program, day treatment programs, partial hospitalization programs, medical treatment for withdrawal symptoms, and other outpatient procedures.
   - Intensive outpatient care program is a treatment program that is utilized when a patient's condition requires structure, monitoring, and medical/psychological intervention at least three (3) hours per day, three (3) times per week.
   - Partial hospitalization/day treatment program is a treatment program that may be free-standing or Hospital-based and provides services at least four (4) hours per day and at least four (4) days per week.
   - Intensive psychiatric treatment programs, including short-term Hospital-based intensive outpatient care (partial hospitalization), short-term multidisciplinary treatment in an intensive outpatient psychiatric treatment program, short-term treatment in a crisis residential program in licensed psychiatric treatment facility with 24-hour-a-day monitoring by clinical staff for stabilization of an acute psychiatric crisis, and psychiatric observation for an acute psychiatric crisis.
   - Outpatient professional services for behavioral health treatment are covered as shown in the "Schedule of Benefits" section under "Mental Health, Behavioral Health or Substance Abuse Needs." Behavioral Health Treatment (BHT) for Pervasive Developmental Disorder or Autism:
     - Professional services for behavioral health treatment including applied behavior analysis and evidence-based behavior intervention programs, that develop or restore, to the maximum extent practicable, the functioning of a Covered Person diagnosed with the Severe Mental Illnesses of pervasive developmental disorder or autism are covered as shown in the "Schedule of Benefits" section under "Mental Health, Behavioral Health or Substance Abuse Needs".
     - A licensed Physician or licensed psychologist must establish the diagnosis of pervasive development disorder or autism.
     - The treatment must be prescribed by a licensed Physician, or developed by a licensed psychologist, and must be provided under a documented treatment plan

prescribed, developed and approved by a Qualified Autism Service Provider providing treatment to the Covered Person for whom the treatment plan was developed. The treatment must be administered by the Qualified Autism Service Provider or by qualified autism service professionals who are supervised by the treating Qualified Autism Service Provider or by qualified autism service paraprofessionals who are supervised by the treating Qualified Autism Service Provider or a qualified autism service professional;

- The treatment plan must have measurable goals over a specific timeline that is developed and approved by the Qualified Autism Service Provider for the specific patient being treated, and must be reviewed by the Qualified Autism Service Provider at least once every six months and modified whenever appropriate. The treatment plan must not be used for purposes of providing or for the reimbursement of respite, day care or educational services, or to reimburse a parent for participating in a treatment program;
- HNL may deny coverage for treatment if Medical Necessity is not demonstrated. HNL will not deny coverage for Medically Necessary BHT for lack of cognitive, developmental, or IQ testing; or because services are available from a California Regional Center.

THE "GENERAL PROVISIONS" SECTION HAS BEEN REVISED AS FOLLOWS:

1. To comply with California legislation SB 133 and CIC 10133.56, the "Continuity of Care" portion has been revised to include information on when and how members can request continued care and will now read as follows:

II. CONTINUITY OF CARE:

A Covered Person may request HNL to arrange for the Covered Person's continuing care from an Out-of-Network Provider in the circumstances shown below:

Termination of Provider Contract:

At the Covered Person's request, HNL shall arrange for continuing care from a provider who has been terminated from the EPO network by HNL while the Covered Person is undergoing a course of treatment with that terminated provider for any of the specified conditions (as described below). The provider must agree to accept the same contract terms that were in place prior to the time of contract termination. If the provider does not accept such terms, HNL is not obligated to provide continuing care coverage with that provider.

Covered Persons new to HNL due to termination of prior coverage:

At the Covered Person's request, HNL shall arrange for continuing care from an Out-of-Network Provider, if at the time his or her coverage with HNL becomes effective, the Covered Person meets both of the following criteria:

- The Covered Person's immediate prior individual health coverage was terminated due to either the health plan or health insurer no longer offering the Covered Person's plan or the health plan or health insurer ceases offering new individual health coverage in all or a portion of the state.
- The Covered Person is undergoing a course of treatment for any of the specified conditions (as described below) with the provider, the treatment was covered at the in-network benefit level under the Covered Person's prior individual health coverage, and the provider is not in the EPO network.

The provider must agree to accept the same contract terms applicable to providers currently contracted with HNL, and who practice in the same or similar geographic region. If the

provider does not accept such terms, HNL is not obligated to provide continuing care coverage with that provider.

Conditions Eligible for Continuity of Care:

(1) An acute condition (a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. Completion of Covered Services shall be provided for the duration of the acute condition;

(2) A serious chronic condition (a medical condition due to disease, illness or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration.) Completion of Covered Services shall be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by HNL in consultation with the Covered Person and the terminated provider and consistent with good professional practice, not to exceed 12 months from the contract termination date, or 12 months from the effective date of coverage for a new Covered Person;

(3) A pregnancy (the three trimesters of pregnancy and the immediate postpartum period.) Completion of Covered Services shall be provided for the duration of the pregnancy;

(4) A terminal illness (an incurable or irreversible condition that has a high probability of causing death within one year or less.) Completion of Covered Services shall be provided for the duration of a terminal illness, which may exceed 12 months from the contract termination date or 12 months from the effective date of coverage for a new Covered Person;

(5) The care of a newborn child between birth and age 36 months Completion of Covered Services under this provision shall not exceed 12 months from the contract termination date, or 12 months from the effective date of coverage for a new Covered Person;

(6) Performance of a scheduled surgery or other procedure that has been recommended and documented by the provider to occur within 180 days of the contract's termination date or within 180 days of the effective date of coverage for a new Covered Person.

To request continued care, you will need to complete a Continuity of Care Assistance Request Form. For more information on how to request continued care, or request a copy of the Continuity of Care Assistance Request Form or of our continuity of care policy, please contact the Customer Contact Center at the telephone number on the Health Net EPO ID card.

2. To comply with California legislation SB 223, the "Notice of Non-Discrimination" has been revised and will now read as follows:

LL. NONDISCRIMINATION NOTICE

Health Net Life Insurance Company complies with applicable federal civil rights laws and does not discriminate, exclude people or treat them differently on the basis of race, color, national origin, ancestry, religion, marital status, gender, gender identity, sexual orientation, age, disability, or sex.

Health Net:

- Provides free aids and services to people with disabilities to communicate effectively

with us, such as qualified sign language interpreters and written information in other formats (large print, accessible electronic formats, other formats).
- Provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

If you need these services, contact Health Net's Customer Contact Center at:

Individual Family Plan (IFP) On Exchange/Covered California
1-888-926-4988 (TTY: 711)
Individual Family Plan (IFP) Off Exchange
1-800-839-2172 (TTY: 711)

If you believe that Health Net has failed to provide these services or discriminated in another way based on one of the characteristics listed above, you can file a grievance by calling Health Net's Customer Contact Center at the number above and telling them you need help filing a grievance. Health Net's Customer Contact Center is available to help you file a grievance. You can also file a grievance by mail, fax or online at:

Health Net Life Insurance Company
Appeals & Grievances
PO Box 10348
Van Nuys, CA 91410-0348
Fax: 1-877-831-6019
Email: Member.Discrimination.Complaints@healthnet.com

You may submit a complaint by calling the California Department of Insurance at 1-800-927-4357 or online at https://www.insurance.ca.gov/01-consumers/101-help/index.cfm.

If you believe you have been discriminated against because of race, color, national origin, age, disability, or sex, you can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights (OCR), electronically through the OCR Complaint Portal, at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue SW, Room 509F, HHH Building, Washington, DC 20201
1-800-368-1019 (TDD: 1-800-537-7697)

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

● **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

● **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

● **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

● Life Insurance
80% of death benefits but not to exceed $300,000
80% of cash surrender or withdrawal values but not to exceed $100,000

● Annuities and Structured Settlement Annuities
80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed $250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is $300,000, regardless of the number of policies or contracts covering the individual.

● **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is $470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at http://www.califega.org, or contact either of the following:

California Life and Health Insurance Guarantee Association
P.O Box 16860,
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927- 4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

HEALTH NET EPO INSURANCE POLICY
(the *Policy*)

ISSUED BY

HEALTH NET LIFE INSURANCE COMPANY
(HNL)

LOS ANGELES, CALIFORNIA

Upon payment of Premium charges in the amount and manner provided in this *Policy*. Health Net Life Insurance Company

HEREBY AGREES

to provide benefits as defined in this *Policy* to the Policyholder and their eligible Dependents according to the terms and conditions of this *Policy*. Payment of Premium by the Policyholder in the amount and manner provided for in the *Policy* shall constitute the Policyholder's acceptance of the terms and conditions of the *Policy*. This Health Net Life Insurance Company Policy, the Application for Individual and Family Policy and the enrollment forms of Policyholder's Dependents, inclusively shall constitute the entire agreement between the parties.

HEALTH NET LIFE INSURANCE COMPANY

Steven Sickle
Secretary

Steven Sell
President

INSURANCE PLAN EE3

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HEALTH NET EPO POLICY

ISSUED BY

HEALTH NET LIFE INSURANCE COMPANY

Los Angeles, California

Benefits under this medical plan are restricted to Covered Services and Supplies provided by providers in the Health Net Life Exclusive Provider Organization (EPO) network within California (see “Preferred Providers” defined under this section). Except for Emergency Care and Urgent Care, this medical plan does not cover services provided outside California or provided by providers outside the EPO network.

HEALTH NET LIFE INSURANCE COMPANY (herein called HNL) agrees to provide benefits as described in this *Policy* to the Policyholder (herein called "You" or "Your") and Your eligible Dependents.

The coverage described in this *Policy* shall be consistent with the Essential Health Benefits coverage requirements in accordance with the Affordable Care Act (ACA). The Essential Health Benefits are not subject to any annual dollar limits.

The benefits described under this *Policy* do not discriminate on the basis of race, ethnicity, color, nationality, ancestry, gender, gender identity, gender expression, age, disability, sexual orientation, genetic information, marital status, Domestic Partner status or religion, and are not subject to any pre-existing condition or exclusion period.

HNL will provide 60 days advance notice to Policyholders before the effective date of any material modification to this *Policy*, including changes in Preventive Care Services.

PLEASE READ THE FOLLOWING INFORMATION TO KNOW FROM WHOM OR WHICH GROUP OF PROVIDERS HEALTH CARE MAY BE OBTAINED.

Service Area is the geographic area within which HNL markets and sells Individual EPO insurance plans, and is defined as the following counties in the state of California: Contra Costa, Marin, Merced, Napa, Orange, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus and Tulare.

In addition, the Service Area consists of the following partial counties:

- **Kern**: For ZIP codes 93203, 93205, 93206, 93215, 93216, 93220, 93222, 93224, 93225, 93226, 93238, 93240, 93241, 93243, 93249, 93250, 93251, 93252, 93255, 93263, 93268, 93276, 93280, 93283, 93285,

93287, 93301, 93302, 93303, 93304, 93305, 93306, 93307, 93308, 93309, 93311, 93312, 93313, 93314, 93380, 93383, 93384, 93385, 93386, 93387, 93388, 93389, 93390, 93501, 93502, 93504, 93505, 93516, 93518, 93519, 93523, 93524, 93531, 93560, 93561, 93581, 93596

- **Los Angeles**: For ZIP codes starting with 906 to 912, inclusive, 915, 917, 918 and 935
- **Riverside**: For ZIP codes 91752, 92201, 92202, 92203, 92210, 92211, 92220, 92223, 92230, 92234, 92235, 92236, 92240, 92241, 92247, 92248, 92253, 92254, 92255, 92258, 92260, 92261, 92262, 92263, 92264, 92270, 92274, 92276, 92282, 92320, 92501, 92502, 92503, 92504, 92505, 92506, 92507, 92508, 92509, 92513, 92514, 92516, 92517, 92518, 92519, 92521, 92522, 92530, 92531, 92532, 92536, 92539, 92543, 92544, 92545, 92546, 92548, 92549, 92551, 92552, 92553, 92554, 92555, 92556, 92557, 92561, 92562, 92563, 92564, 92567, 92570, 92571, 92572, 92581, 92582, 92583, 92584, 92585, 92586, 92587, 92589, 92590, 92591, 92592, 92593, 92595, 92596, 92599, 92860, 92877, 92878, 92879, 92880, 92881, 92882, 92883
- **San Bernardino**: For ZIP Codes 91701, 91708, 91709, 91710, 91729, 91730, 91737, 91739, 91743, 91758, 91759, 91761, 91762, 91763, 91764, 91784, 91785, 91786, 92252, 92256, 92268, 92277, 92278, 92284, 92285, 92286, 92301, 92305, 92307, 92308, 92309, 92310, 92311, 92312, 92313, 92314, 92315, 92316, 92317, 92318, 92321, 92322, 92324, 92325, 92327, 92329, 92331, 92333, 92334, 92335, 92336, 92337, 92339, 92340, 92341, 92342, 92344, 92345, 92346, 92347, 92350, 92352, 92354, 92356, 92357, 92358, 92359, 92365, 92368, 92369, 92371, 92372, 92373, 92374, 92375, 92376, 92377, 92378, 92382, 92385, 92386, 92391, 92392, 92393, 92394, 92395, 92397, 92398, 92399, 92401, 92402, 92403, 92404, 92405, 92406, 92407, 92408, 92410, 92411, 92413, 92415, 92418, 92423, 92427

Primary Care Physician: HNL believes maintaining an ongoing relationship with a Physician who knows You well and whom you trust is an important part of a good health care program. That's why, as HNL Covered Person, You are required to select a primary care Physician for yourself and each member of your family, even though You may go directly to any Preferred Provider without first seeing your primary care Physician. You may designate any primary care Physician who participates in our network and who is available to accept You or Your Dependents. Dependents may select different primary care Physicians. An obstetrician/gynecologist may be designated as a primary care Physician. For children, a pediatrician may be designated as the primary care Physician. Until You make this primary care Physician designation, HNL designates one for You. Information on how to select a primary care Physician and a listing of the preferred Physicians in the EPO Network are available on the HNL website at www.myhealthnetca.com. You can also call the Customer Contact Center at the number shown on Your HNL ID Card to request provider information or if you have questions involving reasonable access to care. Primary care Physicians include general and family practitioners, internists, pediatricians and obstetricians/gynecologists.

You do not need prior Certification from HNL or from any other person (including a primary care Physician) 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 Certification for certain services, following a pre-approved treatment plan, or procedures for making referrals.

You do not need to obtain a referral from your primary care Physician or any other provider prior to receiving coverage or services for reproductive and sexual health care. Reproductive and sexual health care services include but are not limited to: pregnancy services, including contraceptives and treatment; diagnosis and treatment of sexual transmitted disease (STD); medical care due to rape or sexual assault, including collection of medical evidence; and HIV testing.

Preferred Providers are providers who have agreed to "participate" in HNL's Exclusive Provider Organization program ("EPO"), which is called Health Net EPO. They have agreed to provide the Covered Persons under this *Policy* with Covered Services and Supplies as explained in this *Policy* and accept a special contracted rate, called the "Contracted Rate" as payment in full. The Covered Person's share of costs is based on that contracted rate. Preferred Providers are listed on the HNL website at www.myhealthnetca.com and selecting "Provider Search" or one can contact the Customer Contact Center at the telephone number on the HNL ID Card to obtain a copy of the Preferred Provider Directory at no cost. If Medically Necessary care is not available through a Preferred Provider, HNL will arrange for the required care with available and accessible Out-of-Network Providers.

The EPO Preferred Provider network is subject to change. It is your obligation to be sure that the provider You choose is a Preferred Provider with a HNL EPO agreement in effect. IMPORTANT NOTE: Please be aware that it is Your responsibility and in Your best financial interest to verify that the health care providers treating You are Preferred Providers, including:

- The Hospital or other facility where care will be given. After verifying that the Hospital or the facility is a Preferred Provider, You should not assume all providers at that Hospital or facility are also Preferred Providers. However, services provided by an Out-of-Network Provider at an in-network (EPO) facility will be payable at the Preferred Provider level of coverage, with the same cost-sharing and Deductible, if applicable, and without balance billing; the cost-sharing and Deductible will accrue to the Out-of-Pocket Maximum.
- The provider You select, or to whom You are referred, at the specific location at which You will receive care. Some providers participate at one location, but not at others.

Out-of-Network Providers have not agreed to participate in the Health Net EPO program. You may obtain Covered Services and Supplies from an Out-of-Network Provider only for Emergency Care and Urgent Care. THE CONTINUED PARTICIPATION OF ANY ONE PHYSICIAN, HOSPITAL OR OTHER PROVIDER CANNOT BE GUARANTEED.

When Services are not Available through a Preferred Provider: If HNL determines that the Medically Necessary care You require is not available within the EPO Preferred Provider network, HNL will authorize You to receive the care and will arrange for the required medically appropriate care from an available and accessible Out-of-Network Provider or facility. Covered Services and Supplies received from Out-of-Network Providers will be payable at the Preferred Provider level of coverage. Cost-sharing paid at the Preferred Provider level of coverage will apply toward the in-network Deductible and accrue to the in-network Out-of-Pocket Maximum and You will not be responsible for any amounts the provider bills in excess of the Covered Expenses. If You need access to medically appropriate care that is not available in the Preferred Provider network, or are being billed for amounts in excess of the Covered Expenses for Covered Services received under these circumstances, please call the Customer Contact Center at the number shown on your Health Net I.D. Card.

When Out-of-Network Services are received at an In-Network Health Facility: If You receive covered non-emergent services at an in-network (EPO) health facility (including, but not limited to, a licensed Hospital, an ambulatory surgical center or other outpatient setting, a laboratory, or a radiology or imaging center), at which, or as a result of which, You receive non-emergent Covered Services by an Out-of-Network Provider, the non-emergent services provided by the Out-of-Network Provider will be payable at the Preferred Provider level of cost-sharing and Deductible, if applicable, and without balance billing (balance billing is the difference between a provider's billed charge and the Covered Expenses); the cost-sharing and Deductible will accrue to the Out-of-Pocket Maximum).

For information regarding HNL's payment for out-of-network Emergency Care, please refer to the "Emergency Care" provision under "Need Immediate Attention" in the "Medical Benefits" section of this *Policy*.

THE FACT THAT A PHYSICIAN OR OTHER PROVIDER MAY PERFORM, PRESCRIBE, ORDER, RECOMMEND OR APPROVE A SERVICE, SUPPLY OR HOSPITALIZATION DOES NOT, IN ITSELF, MAKE IT MEDICALLY NECESSARY, OR MAKE IT A COVERED SERVICE.

HNL applies certain payment policies and rules to determine appropriate reimbursement that may affect Your responsibility (including, but not limited to, rules affecting reductions in reimbursement for charges for multiple procedures, services of an assistant surgeon, unbundled or duplicate items, and services covered by a global charge for the primary procedure). See the "Outpatient Surgery and Services" and "Hospital Stay" portions of the "Schedule of Benefits" section and the "Professional Surgical Services" portion of the "Medical Benefits" section for additional details. Additional information about HNL's reimbursement policies is available on the HNL website at www.myhealthnetca.com or by contacting HNL's Customer Contact Center at the telephone number listed on Your Health Net EPO Identification Card.

Some Hospitals and other providers do not provide one or more of the following services that may be covered under this *Policy* and that the Covered Person might need: family planning; contraceptive services, including emergency contraception; sterilization, including tubal ligation at the time of labor and delivery; Infertility treatments; or abortion. The Covered Person should obtain more information before enrollment by

calling his or her prospective doctor, Preferred Provider, or clinic, or call HNL's Customer Contact Center at the telephone number on his or her HNL ID Card, to ensure that the health care services needed can be obtained.

IF YOU HAVE QUESTIONS ABOUT COVERAGE, PLEASE CONTACT OUR MEMBER SERVICES DEPARTMENT BEFORE YOU RECEIVE SERVICES FROM A PROVIDER.

THE TERMS "YOU" OR "YOUR," WHEN THEY APPEAR IN THIS *POLICY*, REFER TO THE POLICYHOLDER. THE TERMS "WE," "OUR" OR "US," WHEN THEY APPEAR IN THIS *POLICY*, REFER TO HNL. PLEASE REFER TO "POLICYHOLDER" AND "HNL" IN THE "DEFINITIONS" SECTION FOR MORE INFORMATION.

Important Notice To California Policyholders

In the event that You need to contact someone about Your insurance coverage for any reason, please contact:

Health Net Life Insurance Company
P.O. Box 10196
Van Nuys, CA 91410-0196

1-800-839-2172

If You have been unable to resolve a problem concerning Your insurance coverage or a complaint regarding Your ability to access needed health care in a timely manner, after discussions with Health Net Life Insurance Company, or its agent or other representative, You may contact:

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
South Tower
Los Angeles, CA 90013
1-800-927-HELP or 1-800-927-4357
TDD: 1-800-482-4TDD
www.insurance.ca.gov

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DEFINITIONS

This section defines words that will help You understand Your plan. These words appear throughout the *Policy* with the initial letter of the word in capital letters. Definitions do not imply coverage and are subject to eligibility rules, coverage limitations and exclusions specified elsewhere in this *Policy*.

ACCIDENTAL INJURY is physical harm or disability which is the result of a specific unexpected incident caused by an outside force. The physical harm or disability must have occurred at an identifiable time and place. Accidental Injury does not include illness, infection (except infection of a cut or nonsurgical wound) or damage to the teeth or dental prosthesis caused by chewing.

AMBULANCE means an automobile or airplane (fixed wing or helicopter), which is specifically designed and equipped for transporting the sick or injured. It must have patient care equipment, including at least a stretcher, clean linens, first aid supplies and oxygen equipment. It must be staffed by at least two persons who are responsible for the care and handling of patients. One of these persons must be trained in advanced first aid. The vehicle must be operated by a business or agency which holds a license issued by a local, state or national governmental authority authorizing it to operate Ambulances.

BARIATRIC SURGERY PERFORMANCE CENTER is a provider in HNL's designated network of California bariatric surgical centers and surgeons that perform weight loss surgery. Providers that are not designated as part of HNL's network of Bariatric Surgery Performance Centers are considered Out-of-Network Providers, even if they have a contract with HNL, for purposes of determining coverage and benefits for weight loss surgery and are not covered.

BLOOD PRODUCTS are biopharmaceutical products derived from human blood, including but not limited to, blood clotting factors, blood plasma, immunoglobulins, granulocytes, platelets and red blood cells.

CALENDAR YEAR is the continuous, twelve-month period commencing January 1 of each year at 12:01 a.m., Pacific Time.

CALENDAR YEAR DEDUCTIBLE is the amount of medical and outpatient Prescription Drug Covered Expenses which must be incurred by You or Your family each Calendar Year and for which You or Your family has payment responsibility before benefits become payable by HNL.

CERTIFICATION refers to the process for certain Covered Expenses which require review and approval, frequently prior to the expenses being incurred. The "Schedule of Benefits" shows the penalties applicable to those expenses that are not certified in accordance with the provisions of this *Policy*. The requirements for Certification are described in the "Certification Requirement" section.

CHEMICAL DEPENDENCY is alcoholism, drug addiction or other chemical dependency problems.

COINSURANCE is the percentage of the Covered Expenses, for which the Covered Person is responsible, as specified in the "Schedule of Benefits."

CONTRACTED RATE is the rate that Preferred Providers are allowed to charge You, based on a contract between HNL and such provider. Covered Expenses for services provided by a Preferred Provider will be based on the Contracted Rate.

COPAYMENT is a fixed dollar fee charged to a Covered Person for Covered Services and Supplies. The amount of each Copayment is indicated in "Schedule of Benefits" and is due and payable by the Covered Person to the provider of care at the time services are rendered.

CORRECTIVE FOOTWEAR includes specialized shoes, arch supports and inserts and is custom made for Covered Persons who suffer from foot disfigurement. Foot disfigurement includes, but is not limited to, disfigurement from cerebral palsy, arthritis, polio, spina bifida, diabetes, and foot disfigurement caused by accident or developmental disability.

COVERED DENTAL SERVICE is a Dental Service or Dental Procedure for which benefits are provided under this *Policy*.

COVERED EXPENSES are the maximum charges for which HNL will pay benefits for each Covered Service or Supply, (including covered services related to Mental Disorders and Chemical Dependency). Covered Expenses are the lesser of the billed charge or the Contracted Rate.

COVERED PERSON means You and Your Dependents who are covered under this *Policy.*

COVERED SERVICES AND SUPPLIES means Medically Necessary services and supplies that are payable or eligible for reimbursement, subject to any Deductibles, Copayments, Coinsurance, benefit limitations or maximums, under the *Policy*.

CUSTODIAL CARE is care that is rendered to a patient to assist in support of the essentials of daily living such as help in walking, getting in and out of bed, bathing, dressing, feeding, preparation of special diets and supervision of medications which are ordinarily self-administered, and for which the patient:

- Is disabled mentally or physically and such disability is expected to continue and be prolonged;
- Requires a protected, monitored or controlled environment whether in an institution or in the home; and
- Is not under active and specific medical, surgical or psychiatric treatment that will reduce the disability to the extent necessary to enable the patient to function outside the protected, monitored or controlled environment.

DEDUCTIBLE is a set amount You pay for specified Covered Services and Supplies before HNL pays any benefits for those Covered Services and Supplies.

DENTAL PROVIDER is any dentist or dental practitioner who is duly licensed and qualified under the law of jurisdiction in which treatment is received to render Dental Services, perform dental surgery or administer anesthetics for dental surgery.

DENTAL SERVICE or DENTAL PROCEDURES is dental care or treatment provided by a Dental Provider to a Covered Person while the *Policy* is in effect, provided such care or treatment is a generally accepted form of care or treatment according to prevailing standards of dental practice.

DEPENDENT includes:

1. A Policyholder's legally married spouse or Domestic Partner as defined by California law;
2. A Policyholder's child who is:
   (a) Under the age of 26; or
   (b) Over the age of 26 and incapable of self-sustaining employment by reason of physical or mental disability incurred prior to attainment of age 26 and who is chiefly dependent upon the Policyholder or Policyholder's spouse or Domestic Partner for support;

The term "child" includes a stepchild, a legally adopted child from the moment of placement in Your home, and any other child for whom You or Your spouse or Domestic Partner has assumed a parent-child relationship, as indicated by intentional assumption of parental duties, as certified by You or Your Domestic Partner at the time of enrollment of the child, and annually thereafter up to age 26.

An enrolled Dependent child who reaches age 26 during a Calendar Year may remain enrolled as a Dependent until the end of that Calendar Year. The Dependent coverage shall end on the last day of the Calendar Year during which the Dependent child becomes ineligible.

DOMESTIC PARTNER is a person eligible for coverage as a Dependent provided that the partnership is with the Policyholder and is a registered domestic partner, and meets all domestic partnership requirements under specified by section 297 or 299.2 of the California Family Code.

DURABLE MEDICAL EQUIPMENT:

- Serves a medical purpose (its reason for existing is to fulfill a medical need or health condition, it is not for convenience and/or comfort and it is not useful to anyone in the absence of a health condition);
- Fulfills basic medical needs, as opposed to satisfying personal preferences regarding style and range of capabilities.
- Withstands repeated use; and
- Is appropriate for use in a home setting.

EFFECTIVE DATE is the date on which the Policyholder (and enrolled Dependents) becomes covered by or entitled to the benefits under this *Policy*. The precise Effective Date can be found on the Notice of Acceptance. Enrolled Dependents may have a different Effective Date than the Policyholder if they are added later to the plan.

ELIGIBLE DENTAL EXPENSES for Covered Dental Services, incurred while the *Policy* is in effect, are determined as stated below:

- For Network Benefits, when Covered Dental Services are received from Network Dental Providers, Eligible Dental Expenses are our contracted fee(s) for Covered Dental Services with that provider.
- For Non-Network Benefits, when Covered Dental Services are received from Non-Network Dental Providers, Eligible Dental Expenses is the "maximum allowable amount", as defined in the "Child Needs Dental or Eye Care" portion of the "Medical Benefits" section.

EMERGENCY CARE is any otherwise Covered Service for an acute illness, a new injury or an unforeseen deterioration or complication of an existing illness, injury or condition already known to the person or, if a minor, to the minor's parent or guardian that a reasonable person with an average knowledge of health and medicine (a prudent layperson), would seek if he or she was having serious symptoms (including symptoms of Severe Mental Illness and Serious Emotional Disturbances of a Child) and believed that without immediate treatment, any of the following would occur:

- His or her health would be put in serious danger (and in the case of a pregnant woman, would put the health of her unborn child in serious danger);
- His or her bodily functions, organs, or parts would become seriously damaged; or
- His or her bodily organs or parts would seriously malfunction.

Emergency Care also includes treatment of severe pain or active labor. Active labor means labor at the time that either of the following would occur:

- There is inadequate time to effect safe transfer to another Hospital prior to delivery; or
- A transfer poses a threat to the health and safety of the Covered Person or unborn child.

Emergency Care is available and accessible to all Covered Persons through the EPO Network 24 hours a day, seven days a week. Emergency Care is also covered when provided by providers who are outside of the EPO network or outside California, including outside the United States. Emergency Care includes air and ground Ambulance transport services provided through the **911** emergency response system if the request was made for Emergency Care. Ambulance services will transport the Covered Person to the nearest 24-hour emergency facility with Physician coverage.

Emergency Care will also include additional screening, examination and evaluation by a Physician (or other health care provider acting within the scope of his or her license) to determine if a psychiatric emergency medical condition exists, and the care and treatment necessary to relieve or eliminate such condition, within the capability of the facility.

A "psychiatric emergency medical condition" means a Mental Disorder that manifests itself by acute symptoms of sufficient severity that it renders the patient as being either of the following:

- An immediate danger to himself or herself or to others.
- Immediately unable to provide for, or utilize, food, shelter, or clothing, due to the Mental Disorder.

See "Independent Medical Review of Grievances Involving a Disputed Health Care Service" under "Specific Provisions" for the procedure to request an Independent Medical Review of a Plan denial of coverage for Emergency Care.

ESSENTIAL HEALTH BENEFITS are a set of health care service categories (as defined by the Affordable Care Act and section 10112.27 of the California Insurance Code) that must be covered by all health benefits plans starting in 2014. Categories include: ambulatory patient services, emergency services, hospitalization, maternity and newborn care, mental health and substance use disorder services, including behavioral health treatment, prescription drugs, rehabilitative and habilitative services and devices, laboratory services, preventive and wellness services and chronic disease management, and pediatric services, including dental and vision care.

EXCLUSIVE PROVIDER ORGANIZATION is a health care provider arrangement whereby HNL contracts with a group of Physicians or other medical care providers who have contracted to furnish services at the negotiated rate known as the Contracted Rate.

EXPERIMENTAL (or INVESTIGATIONAL) means a drug, biological product, device, equipment, medical treatment, therapy, or procedure ("Service") that is not presently recognized as standard medical care for a medically diagnosed condition, illness, disease, or injury, but which Service is being actively investigated for use in the treatment of the diagnosed condition, illness, disease, or injury.

A service is considered Investigational or Experimental if it meets any of the following criteria:

- It is currently the subject of active and credible evaluation (e.g., clinical trials or research) to determine:
  - Clinical efficacy,
  - Therapeutic value or beneficial effects on health outcomes, or
  - Benefits beyond any established medical based alternative.
- It is the subject of an active and credible evaluation and does not have final clearance from applicable governmental regulatory bodies (such as the US Food and Drug Administration "FDA") and unrestricted market approval for use in the treatment of a specified medical condition or the condition for which authorization of the service is requested.
- The most recent peer-reviewed scientific studies published or accepted for publication by nationally recognized medical journals do not conclude, or are inconclusive in finding, that the service is safe and effective for the treatment of the condition for which authorization of the service is requested.

EYEMED VISION CARE, LLC, a contracted vision services provider panel, provides and administers the vision services benefits through a network of dispensing opticians and optometric laboratories.

HEALTH NET LIFE INSURANCE COMPANY or HNL (also referred to as "We," "Our" and "Us") is a life and disability insurance company regulated by the California Department of Insurance.

HEALTH NET EPO is the Exclusive Provider Organization (EPO) insurance plan described in this *Policy*, which allows Covered Persons to obtain medical benefits from a network of Preferred Providers with whom HNL has contracted to provide services at the Contracted Rate. HNL underwrites the benefits of Health Net EPO.

HOME HEALTH CARE AGENCY is an organization licensed by the state in which it is located to provide Home Health Care Services, and is certified by Medicare or accredited by Joint Commission on the Accreditation of Healthcare Organizations.

HOME HEALTH CARE SERVICES are services, including skilled nursing services, provided by a licensed Home Health Care Agency to a Covered Person in his or her place of residence that is prescribed by the Covered Person's attending Physician as part of a written plan. Home Health Care Services are covered if the Covered Person is homebound, under the care of a contracting Physician, and requires Medically Necessary skilled nursing services, physical, speech, occupational therapy, or respiratory therapy or medical social services. Only Intermittent Skilled Nursing Services are covered benefits under this plan. See also "Intermittent Skilled Nursing Services" and "Private Duty Nursing."

HOSPICE is a facility or program that provides a caring environment for meeting the physical and emotional needs of the terminally ill. The Hospice and its employees must be licensed according to applicable state and local laws and certified by Medicare.

HOSPICE CARE is care that is designed to provide medical and supporting care to the terminally ill and their families. Hospice Care is designed to be provided primarily in the Covered Person's home.

HOSPITAL is a place that maintains and operates organized facilities licensed by the state in which they are located for the diagnosis, care, and treatment of human illnesses to which persons may be admitted for overnight stay, but which does not include Skilled Nursing Facility or Hospice, and which is accredited or certified either by the Joint Commission on the Accreditation of Healthcare Organizations or by Medicare.

INTERMITTENT SKILLED NURSING SERVICES are services requiring the skilled services of a registered nurse or LVN, which do not exceed 6 hours in total, provided either continuously or intermittently, in a 24-hour period.

Home health aide services are covered under the Home Health Care benefit if the Covered Person's condition requires the services of a nurse, physical therapist, occupational therapist, or speech therapist.

INPATIENT means being confined as a bed patient in a Hospital, Hospice or Skilled Nursing Facility.

INVESTIGATIONAL (or EXPERIMENTAL) means a drug, biological product, device, equipment, medical treatment, therapy, or procedure ("Service") that is not presently recognized as standard medical care for a medically diagnosed condition, illness, disease, or injury, but which Service is being actively investigated for use in the treatment of the diagnosed condition, illness, disease, or injury.

A service is considered Investigational or Experimental if it meets any of the following criteria:

- It is currently the subject of active and credible evaluation (e.g., clinical trials or research) to determine:
  - Clinical efficacy,
  - Therapeutic value or beneficial effects on health outcomes, or
  - Benefits beyond any established medical based alternative.
- It is the subject of an active and credible evaluation and does not have final clearance from applicable governmental regulatory bodies (such as the US Food and Drug Administration "FDA") and unrestricted market approval for use in the treatment of a specified medical condition or the condition for which authorization of the service is requested.
- The most recent peer-reviewed scientific studies published or accepted for publication by nationally recognized medical journals do not conclude, or are inconclusive in finding, that the service is safe and effective for the treatment of the condition for which authorization of the service is requested.

MEDICALLY NECESSARY (OR MEDICAL NECESSITY) means health care services and outpatient Prescription Drug benefits that a Physician, 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, or health condition and that 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; and
- Not primarily for the convenience of the patient, Physician, or other health care provider, and 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.

For these purposes, "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, Physician Specialty Society recommendations, the views of Physicians practicing in relevant clinical areas and any other relevant factors.

For Pediatric Dental Services, Medically Necessary means Dental Services and supplies under this *Policy* which are based on accepted dental practices and meet all of the following:

- Necessary to meet the basic dental needs of the Covered Person.
- Rendered in the most cost-efficient manner and type of setting appropriate for the delivery of the Dental Service.
- Consistent in type, frequency and duration of treatment with scientifically based guidelines of national clinical, research, or health care coverage organizations or governmental agencies.
- Consistent with the diagnosis of the condition.
- Required for reasons other than the convenience of the Covered Person or his or her Dental Provider.
- Demonstrated through prevailing peer-reviewed dental literature to be either:
  - Safe and effective for treating or diagnosing the condition or sickness for which their use is proposed; or

- Safe with promising efficacy
  - For treating a life threatening dental disease or condition.
  - Provided in a clinically controlled research setting.
  - Using a specific research protocol that meets standards equivalent to those defined by the *National Institutes of Health*.
- For orthodontic benefits, when medically necessary to prevent disease and promote oral health, restore oral structures to health and function, and treat emergency conditions.

(For the purpose of this definition, the term life threatening is used to describe dental diseases or sicknesses or conditions, which are more likely than not to cause death within one year of the date of the request for treatment.)

The fact that a Dental Provider has performed or prescribed a procedure or treatment or the fact that it may be the only treatment for a particular dental disease does not mean that it is a Necessary Covered Dental Service as defined in this *Policy*. The definition of Necessary used in this *Policy* relates only to Benefits under this *Policy* and differs from the way in which a Dental Provider engaged in the practice of dentistry may define necessary.

MEDICAID (identified as "Medi-Cal" in California) is the program of medical coverage provided by the states under Title XIX of the Social Security Act, as amended by Public Law 89-97, including any amendments which may be enacted in the future.

MEDICARE ALLOWABLE AMOUNT: HNL uses available guidelines of Medicare to assist in its determination as to which services and procedures are eligible for reimbursement. HNL will, to the extent applicable, apply Medicare claim processing rules to claims submitted. HNL will use these rules to evaluate the claim information and determine accuracy and appropriateness of the procedure and diagnosis codes included in the submitted claim. Applying Medicare rules may affect the Maximum Allowable Amount if it is determined the procedure and/or diagnosis codes used were inconsistent with Medicare procedure coding rules or reimbursement policies.

Medicare pays 100% of the Medicare Allowable Amount. The Medicare Allowable Amount is subject to automatic adjustment by the Centers for Medicare and Medicaid Services (CMS), an agency of the federal government which regulates Medicare.

MEDICARE is the name commonly used to describe Health Insurance Benefits for the Aged and Disabled provided under Public Law 89-97 as amended to date or as later amended.

MENTAL DISORDERS are a nervous or mental condition identified as a "mental disorder" in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (DSM)* that results in clinically significant distress or impairment of mental, emotional or behavioral functioning.

NEURO-MUSCULOSKELETAL DISORDERS are misalignment of the skeletal structure and muscular weakness, osteopathic imbalances and disorders related to the spinal cord, neck and joints.

ORTHOTICS (such as bracing, supports and casts) are rigid or semi-rigid devices that are externally affixed to the body and designed to be used as a support or brace to assist the Covered Person with the following:

- To restore function; or
- To support, align, prevent, or correct a defect or function of a body part; or
- To improve natural function; or
- As part of habilitative services, which includes keeping, learning or improving skills and functioning; or
- To restrict motion.

OUT-OF-NETWORK PROVIDERS are Physicians, Hospitals, laboratories or other providers of health care who are not part of the Health Net Exclusive Provider Organization (EPO), except as noted under the definitions for "Bariatric Surgery Performance Center" and "Transplant Performance Center."

OUT-OF-POCKET MAXIMUM is the maximum dollar amount of Deductibles, Copayments and Coinsurance for which You or Your family must pay for medical, outpatient Prescription Drug, pediatric dental and pediatric vision Covered Expenses during a Calendar Year. After that maximum is reached for services provided by a Preferred Provider, and out-of-network Emergency Care (including emergency Hospital care and emergency transportation)

and Urgent Care, your payment responsibilities for Copayments and Coinsurance will no longer apply for Covered Expenses incurred during the remainder of that Calendar Year, as shown in the "Schedule of Benefits." Penalties paid for services which were not certified as required will not be applied to the Out-of-Pocket Maximum, and your responsibility for these penalties will continue to apply to these expenses after the Out-of-Pocket Maximum is reached. For a family plan, an individual is responsible only for meeting the individual Out-of-Pocket Maximum. Copayments or Coinsurance for out-of-network Emergency Care, including emergency Hospital care and emergency medical transportation, and Urgent Care accrues to the deductible (where applicable) and the Out-of-Pocket Maximum.

OUTPATIENT SURGICAL CENTER is a facility other than a medical or dental office, whose main function is performing surgical procedures on an outpatient basis. It must be licensed as an outpatient clinic according to state and local laws and must meet all requirements of an outpatient clinic providing surgical services.

PARTICIPATING VISION PROVIDER Is an optometrist, ophthalmologist or optician licensed to provide Covered Services and who or which, at the time care is rendered to a Covered Person, has a contract in effect with Health Net to furnish care to Covered Persons. The names of Participating Vision Providers are shown in Health Net's Participating Vision Provider Directory. The names of Participating Vision Providers and their locations and hours of practice may also be obtained by contacting Health Net's Customer Contact Center.

PHYSICIAN means:

- A doctor of medicine (M.D.) or a doctor of osteopathy (D.O.) who is licensed to practice medicine or osteopathy where the care is provided, or
- One of the following providers, but only when the provider is licensed to practice where the care is provided, is rendering a service within the scope of that license, is providing a service for which benefits are specified in this *Policy*, and when benefits would be payable if the services were provided by a Physician as defined in 1., above:
    a. Dentist (D.D.S.)
    b. Optometrist (O.D.)
    c. Dispensing optician
    d. Podiatrist, or Chiropodist (D.P.M., D.S.P. or D.S.C.)
    e. Psychologist
    f. Chiropractor (D.C.)
    g. Nurse midwife
    h. Nurse practitioner
    i. Physician assistant
    j. Clinical social worker (M.S.W. or L.C.S.W.)
    k. Marriage, family and child counselor (M.F.C.C.)
    l. Physical therapist (P.T. or R.P.T.)
    m. Speech pathologist
    n. Audiologist
    o. Occupational therapist (O.T.R.)
    p. Psychiatric mental health nurse
    q. Respiratory therapist
    r. Acupuncturist (A.C.)
    s. Other Mental Health providers, including, but not limited to the following: Chemical Dependency Counselor (L.C.D.C.), Licensed Professional Counselor (L.P.C.)

POLICYHOLDER is the person enrolled under this *Policy* who is responsible for payment of Premiums to HNL and whose status is the basis for Dependent eligibility under this *Policy*.

PREFERRED PROVIDERS are Physicians, Hospitals, laboratories or other providers of health care who have a written agreement with HNL to participate in the Exclusive Provider Organization (EPO) network and have agreed to provide Covered Persons with Covered Services and Supplies at the Contracted Rate, except as noted under the definitions for "Bariatric Surgery Performance Center" and "Transplant Performance Center." The Covered Person must pay any Deductible(s), Copayment or Coinsurance required, but is not responsible for any amount charged in excess of the Contracted Rate. Preferred Providers are listed in the Preferred Provider Directory given to each Covered Person upon enrollment. The Preferred Provider Directory is periodically updated. To ensure the participation by any Preferred Provider, please contact Our Customer Contact Center at the telephone number on the HNL ID card before services are received.

PREVENTIVE CARE SERVICES (including services for the detection of asymptomatic diseases) are services provided under a Physician's supervision and which include the following:

- Reasonable health appraisal examinations on a periodic basis
- A variety of family planning services
- Preventive prenatal care in accordance with the guidelines of the Health Resources and Services Administration (HRSA)
- Vision and hearing testing for Covered Persons
- Immunizations for children in accordance with the recommendations of the American Academy of Pediatrics and immunizations for adults as recommended by the U.S. Public Health Service
- Immunizations for routine use in children, adolescents, and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention
- For infants, children, and adolescents, evidence-informed preventive care and screenings provided for in comprehensive guidelines supported by the HRSA
- For women, evidence-informed preventive care and screenings provided for in binding comprehensive health plan coverage guidelines supported by the HRSA
- Venereal disease tests
- Cytology examinations on a reasonable periodic basis
- Effective health education services, including information regarding personal health behavior and health care, and recommendations regarding the optimal use of health care services provided through HNL
- Evidence-based items or services that have in effect a rating of A or B in the current recommendations of the United States Preventive Services Task Force (USPSTF)

PRIVATE DUTY NURSING means continuous nursing services provided by a licensed nurse (RN, LVN or LPN) for a patient who requires more care than is normally available during a home health care visit or is normally and routinely provided by the nursing staff of a Hospital or Skilled Nursing Facility. Except for home health nursing services, Private Duty Nursing includes nursing services (including intermittent services separated in time, such as 2 hours in the morning and 2 hours in the evening) that exceeds a total of six hours in any 24-hour period. Private Duty Nursing may be provided in an Inpatient or outpatient setting, or in a non-institutional setting, such as at home or at school. Private Duty Nursing may also be referred to as "shift care" and includes any portion of shift care services.

PREMIUM is the amount the Policyholder pays HNL for the insurance provided under this *Policy*.

PROFESSIONAL VISION SERVICES include examination, material selection, fitting of eyeglasses or contact lenses, related adjustments, instructions, etc.

QUALIFIED AUTISM SERVICE PROVIDER means either of the following: (1) A person, entity, or group that is certified by a national entity, such as the Behavior Analyst Certification Board, that is accredited by the National Commission for Certifying Agencies, and who designs, supervises, or provides treatment for pervasive developmental disorder or autism, provided the services are within the experience and competence of the person, entity,

or group that is nationally certified. (2) A person licensed as a physician and surgeon, physical therapist, occupational therapist, psychologist, marriage and family therapist, educational psychologist, clinical social worker, professional clinical counselor, speech-language pathologist, or audiologist and who designs, supervises, or provides treatment for pervasive developmental disorder or autism, provided the services are within the experience and competence of the licensee.

Qualified Autism Service Providers employ and supervise qualified autism service professionals and paraprofessionals who provide behavioral health treatment and implement services for pervasive developmental disorder or autism pursuant to the treatment plan developed and approved by the Qualified Autism Service Provider.

- A qualified autism service professional is a behavioral service provider that has training and experience in providing services for pervasive developmental disorder or autism and is approved as a vendor by a California regional center to provide services as an Associate Behavior Analyst, Behavior Analyst, Behavior Management Assistant, Behavior Management Consultant, or Behavior Management Program as defined in Section 54342 of Title 17 of the California Code of Regulations.
- A qualified autism service paraprofessional is an unlicensed and uncertified individual who has adequate education, training, and experience as certified by the Qualified Autism Service Provider, and who meets the criteria shown in the regulations adopted pursuant to Section 4686.3 of the Welfare and Institutions Code.

RESIDENTIAL TREATMENT CENTER is a twenty-four hour, structured and supervised group living environment for children, adolescents or adults where psychiatric, medical and psychosocial evaluation can take place, and distinct and individualized psychotherapeutic interventions can be offered to improve their level of functioning in the community. HNL requires that all Residential Treatment Centers must be appropriately licensed by their state to provide residential treatment services.

SERIOUS EMOTIONAL DISTURBANCES OF A CHILD is when a child under the age of 18 has one or more Mental Disorders identified in the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders*, other than a primary substance use disorder or a developmental disorder, that result in behavior inappropriate to the child's age according to expected developmental norms. In addition, the child must meet one or more of the following:

- As a result of the Mental Disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships or ability to function in the community; and either (i) the child is at risk of removal from home or already has been removed from the home or (ii) the Mental Disorder and impairment have been present for more than six months or are likely to continue for more than one year;
- The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a Mental Disorder; and/or
- The child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code.

SEVERE MENTAL ILLNESS is a category of Mental Disorder which includes schizophrenia, schizoaffective disorder, bipolar disorder (manic-depressive illness), major depressive disorders, panic disorder, obsessive-compulsive disorders, pervasive developmental disorder (including Autistic Disorder, Rett's Disorder, Childhood Disintegrative Disorder, Asperger's Disorder and Pervasive Developmental Disorder not otherwise specified to include Atypical Autism, in accordance with the most recent edition of the *Diagnostic and Statistical Manual for Mental Disorders*), autism, anorexia nervosa and bulimia nervosa.

SERVICE AREA is the geographic area within which HNL markets and sells Individual EPO insurance plans, and is defined as the following counties in the state of California: Contra Costa, Marin, Merced, Napa, Orange, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus and Tulare.

In addition, the Service Area consists of the following partial counties:

- **Kern**: For ZIP codes 93203, 93205, 93206, 93215, 93216, 93220, 93222, 93224, 93225, 93226, 93238, 93240, 93241, 93243, 93249, 93250, 93251, 93252, 93255, 93263, 93268, 93276, 93280, 93283, 93285, 93287, 93301, 93302, 93303, 93304, 93305, 93306, 93307, 93308, 93309, 93311, 93312, 93313, 93314, 93380, 93383, 93384, 93385, 93386, 93387, 93388, 93389, 93390, 93501, 93502, 93504, 93505, 93516, 93518, 93519, 93523, 93524, 93531, 93560, 93561, 93581, 93596

- **Los Angeles**: For ZIP codes starting with 906 to 912, inclusive, 915, 917, 918 and 935
- **Riverside**: For ZIP codes 91752, 92201, 92202, 92203, 92210, 92211, 92220, 92223, 92230, 92234, 92235, 92236, 92240, 92241, 92247, 92248, 92253, 92254, 92255, 92258, 92260, 92261, 92262, 92263, 92264, 92270, 92274, 92276, 92282, 92320, 92501, 92502, 92503, 92504, 92505, 92506, 92507, 92508, 92509, 92513, 92514, 92516, 92517, 92518, 92519, 92521, 92522, 92530, 92531, 92532, 92536, 92539, 92543, 92544, 92545, 92546, 92548, 92549, 92551, 92552, 92553, 92554, 92555, 92556, 92557, 92561, 92562, 92563, 92564, 92567, 92570, 92571, 92572, 92581, 92582, 92583, 92584, 92585, 92586, 92587, 92589, 92590, 92591, 92592, 92593, 92595, 92596, 92599, 92860, 92877, 92878, 92879, 92880, 92881, 92882, 92883
- **San Bernardino**: For ZIP Codes 91701, 91708, 91709, 91710, 91729, 91730, 91737, 91739, 91743, 91758, 91759, 91761, 91762, 91763, 91764, 91784, 91785, 91786, 92252, 92256, 92268, 92277, 92278, 92284, 92285, 92286, 92301, 92305, 92307, 92308, 92309, 92310, 92311, 92312, 92313, 92314, 92315, 92316, 92317, 92318, 92321, 92322, 92324, 92325, 92327, 92329, 92331, 92333, 92334, 92335, 92336, 92337, 92339, 92340, 92341, 92342, 92344, 92345, 92346, 92347, 92350, 92352, 92354, 92356, 92357, 92358, 92359, 92365, 92368, 92369, 92371, 92372, 92373, 92374, 92375, 92376, 92377, 92378, 92382, 92385, 92386, 92391, 92392, 92393, 92394, 92395, 92397, 92398, 92399, 92401, 92402, 92403, 92404, 92405, 92406, 92407, 92408, 92410, 92411, 92413, 92415, 92418, 92423, 92427

SKILLED NURSING FACILITY is an institution which is licensed by the state in which it is situated to provide skilled nursing services. At the time of the Covered Person's admission, the facility must be approved as a Participating Skilled Nursing Facility under the Medicare program.

SPECIAL CARE UNITS are special areas of a Hospital which have highly skilled personnel and special equipment for the care of inpatients with acute conditions that require constant treatment and monitoring including, but not limited to, an intensive care, cardiac intensive care, and cardiac surgery intensive care unit, and a neonatal intensive or intermediate care newborn nursery.

SPECIALIST is a Physician who delivers specialized services and supplies to the Covered Person.

SPECIALTY DRUGS are specific Prescription Drugs used to treat complex or chronic conditions and usually require close monitoring. These drugs may require special handling, special manufacturing processes, and may have limited pharmacy availability or distribution. Specialty Drugs include drugs that have a significantly higher cost than traditional pharmacy benefit drugs and may be self-administered orally, topically, by inhalation, or by injection (either subcutaneously or intramuscularly). A list of Specialty Drugs can be found in the Health Net Essential Rx Drug List. Specialty Drugs require Prior Authorization from HNL and must be dispensed through the Specialty Pharmacy Vendor to be covered. You may refer to our website at www.myhealthnetca.com to review the drugs that require a Prior Authorization as noted in the Essential Rx Drug List.

SPECIALTY PHARMACY VENDOR is a pharmacy contracted with HNL specifically to provide injectable medications, needles and syringes.

TRANSPLANT PERFORMANCE CENTER is a provider in HNL's designated network in California for solid organ, tissue and stem cell transplants and transplant-related services, including evaluation and follow-up care. For purposes of determining coverage for transplants and transplant-related services, HNL's network of Transplant Performance Centers includes any providers in HNL's designated supplemental resource network. Providers that are not designated as part of HNL's network of Transplant Performance Centers are considered Out-of-Network Providers, even if they have a contract with HNL, for purposes of determining coverage and benefits for transplants and transplant-related services and are not covered.

URGENT CARE is any otherwise Covered Service for medical care or treatment with respect to which the application of the time periods for making non-urgent care determinations (by a person applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine) could seriously jeopardize the life or health of the Covered Person or the Covered Person's ability to regain maximum function; or, in the opinion of a Physician with knowledge of the Covered Person's medical condition, would subject the Covered Person to severe pain that cannot be adequately managed without the care or treatment in question.

MINIMUM COVERAGE PURECARE ONE EPO

SCHEDULE OF BENEFITS

Health Net EPO
Plan *EE3*

The following is only a brief summary of the benefits covered under this *Policy*. Please read the entire *Policy* for complete information about the benefits, conditions, limitations and exclusions of this Health Net EPO insurance *Policy*.

The Covered Person will always be responsible for all expenses incurred for services or supplies that are not covered or that exceed the benefit maximums or other limitations of this plan.

COPAYMENTS AND COINSURANCE

A Covered Person may be required to pay out-of-pocket charges for specific medical services and supplies after all applicable Deductibles have been satisfied. These charges are known as Copayments and Coinsurance.

Copayments: Copayments are fixed dollar amount charges, shown below, for which the Covered Person is responsible. HNL will pay 100% of Covered Expenses for the services listed below after the Copayment is made. The Covered Person's out-of-pocket charge will never exceed the cost of the benefit to HNL. The Covered Person will be responsible for paying Copayments until the amount paid during a Calendar Year is equal to the Out-of-Pocket Maximum shown below.

Coinsurance: Coinsurance is the percentage, shown below, of Covered Expenses (as defined) for which the Covered Person is responsible. After any applicable Deductible(s) have been satisfied, the Covered Person will be responsible for paying Coinsurance until the amount paid during a Calendar Year is equal to the Out-of-Pocket Maximum.

Notes:

Certification of Covered Expenses is required in some instances or a noncertification penalty will apply as shown in the "Noncertification Penalties" section below. Please see the "Certification Requirements" section of this *Policy* for a list of services and supplies which require Certification.

OUT-OF-POCKET LIMITS ON EXPENSES

Out-of-Pocket Maximum:

For Covered Persons: After the Covered Person has paid Deductible, Copayments and Coinsurance equal to the Out-of-Pocket Maximum amount shown below, he or she will not be required to pay further Deductibles, Copayments and Coinsurance for Covered Expenses incurred during the remainder of the Calendar Year. Deductibles, Copayments or Coinsurance for out-of-network Emergency Care, including emergency Hospital care and emergency medical transportation, and Urgent Care accrues to the Out-of-Pocket Maximum. Please see "**Exceptions to the Out-of-Pocket Maximum"** below for Deductible, Copayments and Coinsurance that do not apply toward the Out-of-Pocket Maximum.

After the Covered Person has met the Out-of-Pocket Maximum amount, HNL will pay 100% of Covered Expenses for any additional Covered Services and Supplies, except as stated below.

For services or supplies (per Covered Person).....$7,350

For Families: Each Covered Person is responsible only for meeting his or her individual Out-of-Pocket Maximum. However, if enrolled Covered Persons of the same family have paid Covered Expenses equal to the amounts shown below, then the Out-of-Pocket Maximum will be considered to have been met for the entire family. No Deductibles, Copayments or Coinsurance shall be required from any enrolled Covered Person in that family for the remainder of the Calendar Year.

Note: In order for the Family Out-of-Pocket Maximum to apply, all Dependents must be enrolled under a single Policyholder as a family unit. Dependents enrolled as separate Policyholders are each subject to the per Covered Person Out-of-Pocket Maximum.

For services or supplies (all enrolled members of a family) $14,700

Exceptions to the Out-of-Pocket Maximum: Only Covered Expenses will be applied to the Out-of-Pocket Maximum. However, the following expenses will not be counted, nor will these expenses be paid at 100% after the Out-of-Pocket Maximum is reached:

- Penalties paid for services for which Certification was required but not obtained.

MEDICAL DEDUCTIBLE

The following Calendar Year Deductibles apply to both the medical benefits and outpatient Prescription Drug benefits. It applies to all services unless specifically noted otherwise below. Once Your payment for medical Covered Expenses and Prescription Drug Covered Expenses equals the amount shown below, the medical and outpatient Prescription Drug benefits will become payable by Us (subject to any Copayment or Coinsurance described herein).

Calendar Year Deductible, per Covered Person .....$7,350, combined with pharmacy

Family Calendar Year Deductible (all enrolled members of a family) .....$14,700, combined with pharmacy

Each Covered Person is responsible only for meeting his or her individual Calendar Year Deductible. However, if enrolled Covered Persons of the same family have met the Family Calendar Year Deductible shown above, no additional Calendar Year Deductible shall be required from any enrolled Covered Person in that family for the remainder of that Calendar Year.

NONCERTIFICATION PENALTIES

	Preferred Providers
Medically Necessary services for which Certification was required but not obtained	$250

Notes:

The noncertification penalty will not exceed the cost of the benefit to HNL.

Certification is NOT a determination of benefits. Some of these services or supplies may not be covered under Your Plan. Even if a service or supply is certified, eligibility rules and benefit limitations will still apply.

VISITS TO A HEALTH CARE PROVIDER'S OFFICE OR CLINIC

	Preferred Providers
Primary care visits to treat an injury or illness	
In a Physician's office	0%, Deductible applies after first 3 non-preventive visits[1]
At a Covered Person's home	0%, Deductible applies after first 3 non-preventive visits[1]
Postnatal office visits	0%, Deductible applies after first 3 non-preventive visits[1]
Specialist consultation	
In a Physician's office	0%
At a Covered Person's home	0%
Vision examination (for refractive eye exams at an ophthalmologist) (age 19 and over; for birth to age 19, see "Child Needs Eye Care" below)	0%
Vision examination (refractive eye exams at an optometrist) (age 19 and over; for birth to age 19, see "Child Needs Eye Care" below)	0%, Deductible applies after first 3 non-preventive visits1

Hearing examination (for diagnosis or treatment) ..... 0%, Deductible applies after first 3 non-preventive visits[1]
Allergy testing 0%
Allergy serum 0%
Allergy injections ..... 0%, Deductible applies after first 3 non-preventive visits[1]
Other practitioner office visit (acupuncturist) ..... 0%, Deductible applies after first 3 non-preventive visits[1]
Medical social services ..... 0%, Deductible applies after first 3 non-preventive visits[1]
Patient education
- Diabetes education ..... $0, Deductible waived
- Asthma education ..... $0, Deductible applies after first 3 non-preventive visits[1]
- Weight management education ..... $0, Deductible waived
- Stress management education ..... $0, Deductible applies after first 3 non-preventive visits[1]
- Tobacco cessation education ..... $0, Deductible waived

Preventive Care Services ..... $0, Deductible waived

Notes:

- Preventive Care Services are covered at no cost to You and are not subject to any Deductible. Covered Services and Supplies include, but are not limited to, annual preventive physical examinations, immunizations, screening and diagnosis of prostate cancer, well-woman examinations, preventive services for pregnancy, other women's preventive services as supported by the Health Resources and Services Administration (HRSA), breast feeding support and supplies, weight management intervention services, tobacco cessation intervention services, and preventive vision and hearing screening examinations. Refer to the "Preventive Care Services" portion of the "Medical Benefits" section for details. If You receive any other Covered Services and Supplies in addition to Preventive Care Services during the same visit, You will also pay the applicable Copayment or Coinsurance for those services.
- Hearing examinations for newborns are covered at no cost to You and are not subject to any Deductible.
- Acupuncture Services are provided by HNL. HNL contracts with American Specialty Health Plans of California, Inc. (ASH Plans) to offer quality and affordable acupuncture coverage. With this program, you may obtain care by selecting a contracted acupuncturist from the *ASH Plans Contracted Acupuncturist Directory*.

[1] The Deductible applies after the first three non-preventive visits combined per Calendar Year, including non-preventive primary care, other practitioner (acupuncture), Urgent Care, outpatient Mental Disorder, and outpatient Chemical Dependency visits combined.

TESTS

Preferred Providers

Laboratory tests 0%
X-rays and diagnostic imaging[1] 0%
Imaging (CT, PET, MRI)[2] 0%

[1] Certification may be required. Please refer to the "Certification Requirements" section for details. A noncertification penalty will apply as shown in this "Schedule of Benefits" section if Certification is required but not obtained.

[2] Certification is required. Please refer to the "Certification Requirements" section for details. A noncertification penalty will apply as shown in this "Schedule of Benefits" section if Certification is not obtained.

OUTPATIENT SURGERY AND SERVICES

	Preferred Providers
Facility fee[1,2]	0%
Physician/surgeon fees	
Surgery[1]	0%
Anesthetics[3]	0%
Sterilization of male	0%
Sterilization of females[4]	$0, Deductible waived
Outpatient infusion therapy[1,3]	0%
Blood or Blood Products, and administration of Blood or Blood Products[5]	0%
Chemotherapy and radiation therapy[1,3]	0%
Nuclear medicine[3]	0%
Organ, stem cell or tissue transplant (not Experimental or Investigational)[1]	0%
Renal dialysis	0%

Notes:

- Other professional services performed in the outpatient department of a Hospital, Outpatient Surgical Center or other licensed outpatient facility such as a visit to a Physician (office visit), laboratory and x-ray services, physical therapy, etc., may require a Copayment or Coinsurance when these services are performed. Look under the headings for the various services such as office visits, neuromuscular rehabilitation and other services to determine any additional Copayments or Coinsurances that may apply.
- Screening colonoscopy and sigmoidoscopy procedures (for the purposes of colorectal cancer screening) will be covered under "Preventive Care Services" in the "Visit to a Health Care Provider's Office or Clinic" provision above. Diagnostic endoscopic procedures (except screening colonoscopy and sigmoidoscopy), performed in an outpatient facility require the Copayment or Coinsurance applicable for outpatient facility services.

[1] Some outpatient surgical procedures and services require certification. Please refer to the "Certification Requirements" section for details.

[2] A noncertification penalty will apply as shown in this “Schedule of Benefits” section if Certification is required but not obtained for outpatient facility services.

[3] The Coinsurance for these services applies to both the administration of the medication and the medication itself.

[4] Sterilization of females and women’s contraception methods and counseling, as supported by HRSA guidelines, are covered under “Preventive Care Services” in the "Visit to a Health Care Provider's Office or Clinic" provision in this section.

[5] The Coinsurance for blood or Blood Products applies to both the administration of the medication and the medication itself; however, blood factors provided in an outpatient setting are covered on the Specialty Drug tier under the pharmacy benefit. Specialty Drugs are not covered under the medical benefit even if they are administered in a Physician’s office. If You need to have the provider administer the Specialty Drug, You can coordinate delivery of the Specialty Drug directly to the provider’s office through the Specialty Pharmacy Vendor. Please refer to the "Specialty Pharmacy Vendor" portion of this "Schedule of Benefits" section for the applicable Copayment or Coinsurance.

NEED IMMEDIATE ATTENTION

Services in an Emergency Room or Urgent Care Center

	Preferred Providers
Emergency room care facility	0%
Emergency room care professional services	$0, Deductible waived
Emergency medical transportation (air Ambulance or ground Ambulance)	0%
Urgent care services	0%, Deductible applies after first 3 non-preventive visits[1]

Notes:

- For all services which meet the criteria for Emergency Care, the Coinsurance will be the amount shown for Preferred Providers, even if the services were provided by an Out-of-Network Provider, and the in-network deductible will apply to the Emergency room care facility. HNL uses a prudent layperson standard to determine whether the criteria for Emergency Care have been met. HNL applies the prudent layperson standard to evaluate the necessity of medical services which a Covered Person accesses in connection with a condition that the Covered Person perceives to be an emergency situation. Please refer to “Emergency Care” in the "Definitions" section to see how the prudent layperson standard applies to the definition of "Emergency Care."
- The emergency room Coinsurance will not apply if the Covered Person is admitted to a Hospital directly from an emergency room. Non-emergency Hospital stays at an Out-of-Network Hospital will not be covered. See “Hospital Stay” below for applicable Coinsurance.

[1] The Deductible applies after the first three non-preventive visits combined per Calendar Year, including non-preventive primary care, other practitioner (acupuncture), Urgent Care, outpatient Mental Disorder, and outpatient Chemical Dependency visits combined.

HOSPITAL STAY

	Preferred Providers
Facility fee[1,2]	0%
Confinement for bariatric (weight loss) surgery[1]	0%
Physician/surgeon fees	
Surgery[1]	0%
Anesthetics[3]	0%
Physician visit to Hospital	0%
Blood or Blood Products, and administration of Blood or Blood Products[3]	0%
Chemotherapy and radiation therapy[1,3]	0%
Nuclear medicine[3]	0%
Organ, stem cell or tissue transplant (not Experimental or Investigational)[1]	0%
Renal dialysis	0%

Notes:

- The Coinsurance will apply if the Covered Person is admitted to a Hospital directly from an emergency room or urgent care center. You will not be covered for non-Emergency Care hospitalization from an Out-of-Network Provider.
- The above Coinsurance for inpatient Hospital or Special Care Unit services is applicable for each admission for the hospitalization of an adult, pediatric or newborn patient. If a newborn patient requires admission to a Special Care Unit, a separate Coinsurance for inpatient Hospital services for the newborn patient will apply.

[1] Certification is required for Hospital stay, including the facility and some services received while admitted to the Hospital. Please refer to the "Certification Requirements" section for details.

[2] If Certification is not obtained for Hospital facility stay, payment will be subject to the noncertification penalty as shown in this "Schedule of Benefits."

[3] The Coinsurance for these services applies to both the administration of the medication and the medication itself.

MENTAL HEALTH, BEHAVIORAL HEALTH OR SUBSTANCE ABUSE NEEDS

Covered services provided for the treatment of Mental Disorders (mental health and behavioral health) and Chemical Dependency (substance abuse) are subject to the same Deductible(s) and Copayments as required for the services when provided for a medical condition.

Mental Disorders and Chemical Dependency benefits are administered by MHN Services, an affiliate behavioral health administrative services company, which contracts with HNL to administer these benefits.

Mental Disorders	***Preferred Providers***
Outpatient office visits (psychological evaluation or therapeutic session in an office or other outpatient setting, including individual and group therapy sessions, medication management and drug therapy monitoring)	0%, Deductible applies after first 3 non-preventive visits[2]
Outpatient services other than office visits (psychological and neuropsychological testing, intensive outpatient care program, day treatment, partial hospitalization and other outpatient procedures including behavioral health treatment for pervasive developmental disorder or autism)[1]	0%
Inpatient facility[3]	0%
Physician visit to a Hospital, behavioral health facility or Residential Treatment Center	0%

Chemical Dependency	***Preferred Providers***
Outpatient office visits (psychological evaluation or therapeutic session in an office or other outpatient setting, including individual and group therapy sessions, medication management and drug therapy monitoring)	0%, Deductible applies after first 3 non-preventive visits[2]
Outpatient services other than office visits (psychological and neuropsychological testing, intensive outpatient care program, day treatment, partial hospitalization, medical treatment of withdrawal symptoms and other outpatient services)[1]	0%
Inpatient facility[3]	0%
Physician visit to a Hospital, behavioral health facility or Residential Treatment Center	0%
Inpatient detoxification[3]	0%

Notes:

- The applicable Copayment or Coinsurance for outpatient services is required for each visit.

[1] Certification may be required. Please refer to the "Certification Requirements" section for details. A noncertification penalty will apply as shown in this "Schedule of Benefits" section if Certification is required but not obtained.

[2] The Deductible applies after the first three non-preventive visits combined per Calendar Year, including non-preventive primary care, other practitioner (acupuncture), Urgent Care, outpatient Mental Disorder, and outpatient Chemical Dependency visits combined.

[3] Certification is required for inpatient facility stays, including the facility and some services received while admitted to the inpatient facility. Please refer to the "Certification Requirements" section for details. Payment of benefits will be subject to the noncertification penalty as shown in this "Schedule of Benefits" section if Certification is not obtained.

PREGNANCY

	Preferred Providers
Prenatal care and preconception visits	$0, Deductible waived
California Prenatal Screening Program services administered by the California State Department of Public Health	$0, Deductible waived
Delivery and all inpatient services	
Hospital[1]	0%
Professional (including terminations of pregnancy and circumcision of newborn[2])	0%
Professional (genetic testing of fetus)	$0, Deductible waived

Notes:

- Applicable Deductible, Copayment or Coinsurance requirements apply to any services and supplies required for the treatment of an illness or condition, including but not limited to, complications of pregnancy. For example, if the complication requires an office visit, then the office visit Copayment or Coinsurance will apply.
- Prenatal, postnatal and newborn care that are Preventive Care Services are covered in full by Preferred Providers and the Calendar Year Deductible does not apply. See "Preventive Care Services" in the "Visit to a Health Care Provider's Office or Clinic" provision above. If other non-Preventive Care Services are received during the same office visit, the above Copayment or Coinsurance will apply for the non-preventive services. Refer to “Preventive Care Services” and “Pregnancy” in the “Medical Benefits” section for more details.

[1] HNL does not require Certification for maternity care. Certification is not needed for the first 48 hours of inpatient Hospital services following a vaginal delivery nor the first 96 hours following a cesarean section. However, please notify HNL within 24 hours following birth or as soon as reasonably possible. Certification must be obtained if the Physician determines that a longer Hospital stay is Medically Necessary either prior to or following the birth.

[2] Circumcisions for Covered Persons aged 31 days and older are covered when Medically Necessary under “Outpatient Surgery and Services.” Refer to the “Outpatient Surgery and Services” section for applicable Copayments and Coinsurance.

HELP RECOVERING OR OTHER SPECIAL HEALTH NEEDS

	Preferred Providers
Home Health Care Services[1]	0%
Number of visits covered during a Calendar Year[2]	100
Rehabilitation services (physical therapy, speech therapy, occupational therapy, cardiac rehabilitation therapy and pulmonary rehabilitation therapy)[1]	0%
Habilitative services (physical therapy, speech therapy, occupational therapy, cardiac rehabilitation therapy and pulmonary rehabilitation therapy)[1]	0%
Confinement in a Skilled Nursing Facility	
Facility[3]	0%
Physician visit to Skilled Nursing Facility	0%
Durable Medical Equipment[4]	0%
Orthotics (such as bracing, supports and casts)[4]	0%
Corrective Footwear	0%
Diabetic equipment (including footwear)	0%
Prostheses[4]	0%
Hospice[3]	0%
Office-based injections[1]	0%
Self-injectable drugs[5]	See note below
Infertility services (all covered services that diagnose, evaluate or treat Infertility)	Not Covered

Notes:

- Confinement in a Skilled Nursing Facility is not subject to a maximum number of days.
- Diabetic equipment and Orthotics which are covered under the medical benefit include blood glucose monitors, insulin pumps and Corrective Footwear.
- Breastfeeding devices and supplies, as supported by HRSA guidelines, are covered under “Preventive Care Services” in "Visit to a Health Care Provider's Office or Clinic" in this section. For additional information, please refer to the "Preventive Care Services" provision in the "Medical Benefits" section.
- Durable Medical Equipment is covered when Medically Necessary and acquired or supplied by an HNL designated contracted vendor for Durable Medical Equipment. Preferred Providers that are not designated by HNL as a contracted vendor for Durable Medical Equipment are considered Out-of-Network Providers for purposes of determining coverage and benefits. Durable Medical Equipment is not covered if provided by an Out-of-Network Provider. Certification is required. Please refer to the "Certification Requirements" section for details. A noncertification penalty will apply as shown in this “Schedule of Benefits” section if Certification is not obtained. For information about HNL's designated contracted vendors for Durable Medical Equipment, please contact the Customer Contact Center at the telephone number on Your HNL ID Card.
- Diabetic Corrective Footwear is only covered when Medically Necessary, custom-made for the Covered Person and permanently attached to a Medically Necessary Orthotic device that is also a covered benefit under this *Policy*. Corrective Footwear for the management and treatment of diabetes-related medical conditions is covered as diabetic equipment as Medically Necessary.

[1] Certification may be required. Please refer to the "Certification Requirements" section for details. A noncertification penalty will apply as shown in this “Schedule of Benefits” section if Certification is required but not obtained.

[2] Home health care rehabilitative or habilitative services will each have a separate Calendar Year maximum of 100 visits. Home Health Care visits are limited to 3 visits per day, up to 2 hours per visit by a nurse, medical social worker, physical/occupational/speech therapist, or up to 4 hours per visit by a home health aide.

[3] Certification is required for Skilled Nursing Facility or Hospice stay, including the facility and some services received while admitted to the Skilled Nursing Facility or Hospice. Please refer to the "Certification Requirements" section for details. Payment of benefits will be subject to the noncertification penalty as shown in this “Schedule of Benefits” section if Certification is not obtained.

[4] Certification is required for Durable Medical Equipment, Orthotics and Prostheses. Please refer to the "Certification Requirements" section for details. Payment of benefits will be subject to the noncertification penalty as shown in this “Schedule of Benefits” section if Certification is not obtained.

[5] Injectable drugs which are self-administered are covered under the pharmacy benefit. These drugs are not covered under the medical benefits even if they are administered in a Physician’s office. Please refer to the "Outpatient Prescription Drug Benefits" of this "Schedule of Benefits" section for the applicable Copayment or Coinsurance.

OUTPATIENT PRESCRIPTION DRUGS

Subject to the provisions of the "Outpatient Prescription Drugs" section of this *Policy*, all Medically Necessary Prescription Drugs are covered.

The outpatient Prescription Drug benefits are subject to the Calendar Year Deductibles and Out-of-Pocket Maximums as described at the beginning of this section.

Your financial responsibility for covered Prescription Drugs varies by the type of drug dispensed, and whether the drug was dispensed by a Participating Pharmacy or a Nonparticipating Pharmacy. See the "Definitions" section and the "Outpatient Prescription Drug Benefits" section for more information about what benefits are provided.

Benefit Maximums

	Maximum
Number of days per Prescription Drug Order for drugs from a retail Pharmacy	30
Number of days per Prescription Drug Order for Maintenance Drugs through the Mail Order Program	90
Number of days per Prescription Drug Order for drugs for Specialty Drugs	30
Number of days per Prescription Drug Order for insulin needles and syringes from a retail Pharmacy	30
Number of days per Prescription Drug Order for blood glucose monitoring test strips and lancets from a retail Pharmacy	30

Notes:

- Except for insulin, diabetic supplies (blood glucose testing strips, lancets, disposable needles & syringes) are packaged in 50, 100 or 200 unit packages. Packages cannot be "broken" (i.e. opened in order to dispense the product in quantities other than those packaged). When a prescription is dispensed, You will receive the size of package and/or number of packages required for You to test the number of times Your Physician has prescribed for up to a 30-day period.

Coinsurance

You will be charged a Coinsurance for each Prescription Drug Order.

Retail Pharmacy

	Participating Pharmacy	Nonparticipating Pharmacy
Tier I Drugs (most Generic Drugs and low-cost preferred Brand Name Drugs when listed in the Essential Rx Drug List)	0%	Not Covered
Tier II Drugs (non-preferred Generic Drugs, preferred Brand Name Drugs, insulin, diabetic supplies and certain Brand Name Drugs with a generic equivalent when listed in the Essential Rx Drug List)	0%	Not Covered
Tier III Drugs (non-preferred Brand Name Drugs, drugs listed as Tier III Drugs in the Essential Rx Drug List, Brand Name Drugs with a generic equivalent (when Medically Necessary) that are not listed on the Essential Rx Drug List, drugs indicated as “NF”, if approved, or drugs not listed in the Essential Rx Drug List)	0%	Not Covered
Preventive drugs and women’s contraceptives	$0, Deductible waived	Not Covered

Specialty Tier

	Specialty Pharmacy
Tier IV Drugs (Specialty Drugs include self-administered injectable drugs (excluding insulin) and high cost drugs used to treat complex or chronic conditions when listed in the Essential Rx Drug List. Specialty drugs not listed on the Essential Rx Drug List that are covered as an exception would be subject to this Coinsurance)	0%

Maintenance Drugs through the Mail Order Program

	Mail Order Program
Tier I Drugs (most Generic Drugs and low-cost preferred Brand Name Drugs when listed in the Essential Rx Drug List)	0%
Tier II Drugs (non-preferred Generic Drugs, preferred Brand Name Drugs, insulin, diabetic supplies and certain Brand Name Drugs with a generic equivalent when listed in the Essential Rx Drug List)	0%
Tier III Drugs (non-preferred Brand Name Drugs, drugs listed as Tier III Drugs in the Essential Rx Drug List, Brand Name Drugs with a generic equivalent (when Medically Necessary) that are not listed on the Essential Rx Drug List, drugs indicated as "NF", if approved, or drugs not listed in the Essential Rx Drug List)	0%
Preventive drugs and women's contraceptives	$0, Deductible waived

Notes:

- Orally administered anti-cancer drugs will have a Coinsurance maximum of $200 for an individual prescription of up to a 30-day supply or $600 for a 90-day supply through mail order.
- If the pharmacy's retail price is less than the applicable Coinsurance, You will pay the pharmacy's retail price.
- Generic Drugs will be dispensed when a Generic Drug equivalent is available. We will cover Brand Name Drugs, including Tier IV (Specialty Drugs), that have a generic equivalent only when the Brand Name Drug is Medically Necessary and the Physician obtains Prior Authorization from HNL. Covered Brand Name Drugs are subject to the applicable Coinsurance for Tier II Drugs, Tier III Drugs or Tier IV (Specialty Drugs).
- Preventive drugs, including smoking cessation drugs, and women's contraceptives that are approved by the Food and Drug Administration are covered as shown above. Please see the "Preventive Drugs and Women's Contraceptives" provision in the "Outpatient Prescription Drug Benefits" section for additional details. If Your Physician determines that none of the methods designated by HNL are medically appropriate for You, We shall cover some other FDA-approved prescription contraceptive method.
- If a Medically Necessary Brand Name Drug is dispensed, and there is a generic equivalent commercially available, You must obtain Prior Authorization for the Brand Name Drug to be covered.
- **The Calendar Year Deductible does not apply to preventive drugs and women's contraceptives.**
- Some drugs may require Prior Authorization from HNL to be covered. You will be subject to a penalty of 50% of the Average Wholesale Price if Prior Authorization was not obtained, except for Emergency or Urgently Needed care.
- Generic or Brand Name Drugs not listed in the Essential Rx Drug List which are prescribed by Your Physician and not excluded or limited from coverage are subject to the Tier III Drug or Specialty Drug Coinsurance, as applicable.
- Up to a 90-consecutive-calendar-day-supply of covered Maintenance Drugs will be dispensed at the applicable mail order Coinsurance when ordered through HNL's contracted mail service vendor. Maintenance drugs are also available for up to a 30-day supply from any participating retail pharmacy.

- Drugs on the Essential Rx Drug List when Medically Necessary for treating sexual dysfunction are limited to a maximum of 8 doses in any 30 day period.
- Specialty Drugs are not available through mail order. Most Specialty Drugs must be obtained through the Health Net contracted Specialty pharmacy.
- Up to a 12-consecutive-calendar-month supply of covered FDA-approved, self-administered hormonal contraceptives may be dispensed with a single Prescription Drug Order.

CHILD NEEDS DENTAL OR EYE CARE

Pediatric Dental Services

Refer to the “Pediatric Dental Services” portion of the "Medical Benefits" section of this *Policy* for complete benefit information. The Calendar Year Deductible does not apply to diagnostic or preventive services. It applies to all other services.

All of the following services must be provided by a Health Net Participating Dental Provider in order to be covered. Refer to the Child Needs Dental or Eye Care portion of the Medical Benefits section for limitations on covered dental services.

Benefit Description	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
Diagnostic Benefits	$0, Deductible waived
Preventive Benefits	$0, Deductible waived
Restorative Benefits	0%
Endodontics	0%
Peridontal Maintenance Services (D4910)	0%
Periodontics (other than Periodontal Maintenance (D4910))	0%
Maxillofacial Prosthetics	0%
Implant Services	0%
Prosthodontics (Removable)	0%
Fixed Prosthodontics	0%
Oral and Maxillofacial Surgery	0%
Medically Necessary Orthodontics	0%
Adjunctive Services	0%

Pediatric Vision Plan Benefits

We provide toll-free access to our Customer Service Associates to assist you with benefit coverage questions, resolving problems or changing your vision office. Customer Service can be reached Monday through Friday at **(866) 392-6058** from 5:00 a.m. to 8:00 p.m. Pacific Standard Time. Automated service is also provided after hours for eligibility verification and vision office transfers.

All of the following services must be provided by a Health Net Participating Vision Provider in order to be covered. Refer to the “Pediatric Vision Services” portion of the “General Exclusions and Limitations” section for limitation on covered vision services.

The vision services benefits are provided by HNL. HNL contracts with EyeMed Vision Care, LLC, a vision services provider panel, to administer the vision services benefits.

While the Calendar Year Deductible does not apply to routine eye exams, it applies to all other pediatric vision benefits.

Routine eye exam limit: 1 per Calendar Year Exam Options: • Standard Contact Lens Fit including Follow-up visit (routine applications of soft, spherical daily wear contact lenses for single vision prescriptions) • Premium Contact Lens Fit including Follow-up visit (more complex applications, including, but not limited to toric, bifocal/multifocal, cosmetic color, post-surgical and gas permeable)	$0, Deductible waived
Lenses limit: 1 pair per Calendar Year, including • Single vision, bifocal, trifocal, lenticular • Glass, or Plastic, including polycarbonate • Oversized and glass-grey #3 prescription sunglass lenses	0%
Provider selected frames limit: 1 per Calendar Year	0%
Optional Lenses and Treatments including • UV Treatment • Tint (Fashion & Gradient & Glass-Grey) • Standard Plastic Scratch Coating • Standard Polycarbonate • Photochromatic / Transitions Plastic • Standard, Premium and Ultra Anti-Reflective Coating • Polarized • Standard, Premium, Select, and Ultra Progressive Lens • Hi-Index Lenses • Blended segment Lenses • Intermediate vision Lenses • Select or ultra-progressive lenses • Premium Progressive Lenses	0%
Provider selected contact lenses, a one year supply is covered every Calendar Year (in lieu of eyeglass lenses): • Disposables • Conventional • Medically Necessary [1]	0%
Subnormal or Low Vision Services and Aids - one comprehensive low vision evaluation every 5 years; low vision aids, including high-power spectacles, magnifiers or telescopes (limited to one aid per year) and follow-up care (limited to 4 visits every 5 years).	0%

[1] Medically Necessary Contact Lenses:

Contact Lenses may be Medically Necessary and appropriate in the treatment of patients affected by certain conditions. In general, Contact Lenses may be Medically Necessary and appropriate when the use of Contact Lenses, in lieu of eyeglasses, will result in significantly better visual and/or improved binocular function, including avoidance of diplopia or suppression.

Contact Lenses may be Medically Necessary for the treatment of conditions, including, but not limited to: keratoconus, pathological myopia, aphakia, anisometropia, aniridia, corneal disorders, post-traumatic disorders and irregular astigmatism.

Medically Necessary Contact Lenses are dispensed in lieu of other eyewear. Participating providers will obtain the necessary pre-authorization for these services.

TERM OF *POLICY* AND PREMIUMS

A. TERM OF *POLICY* AND TERMINATION

Coverage for this *Policy* will commence on the date shown in the Notice of Acceptance. This *Policy* shall remain in effect subject to the payment of Premiums as required, and subject to the right of HNL and the Policyholder to terminate it in accordance with the terms of the *Policy*.

The following describes the termination provisions of this *Policy*:

Coverage under this *Policy* will automatically terminate on the earliest to occur of the following dates:

- If any Premium as specified in the Notice of Acceptance is not paid before the end of the grace period, this Policy will terminate effective on midnight of the last day of the 30-day grace period. The Policyholder is liable for all Premiums due for the period coverage is in force.
- If the Policyholder ceases to be eligible according to the eligibility provisions of this *Policy*, coverage will be terminated for the Policyholder and any enrolled Dependents effective on midnight of the last day of eligibility.
- If a Dependent ceases to be eligible according to the eligibility provisions of this *Policy*, coverage will be terminated only for that person effective on midnight of the last day of eligibility.
- On midnight of the date in which entry of the final decree of dissolution of marriage, annulment or termination of domestic partnership occurs, a spouse or Domestic Partner shall cease to be an eligible Dependent. Children of the spouse or Domestic Partner who are not also the natural or legally adopted children of the Policyholder shall cease to be eligible Dependents at the same time.
- If a Policyholder obtains or attempts to obtain benefits under this *Policy* by means of fraud or intentional misrepresentations of material fact with respect to claims submitted under this *Policy*, HNL may cancel coverage upon 30-day written notice.
- If a Policyholder performs an act or practice constituting fraud or makes an intentional misrepresentation of material fact with respect to an application for coverage, HNL may rescind this Policy upon 30 days written notice to the Policyholder, within 24 months following issuance of the Policy. After 24 months following the issuance of the *Policy*, HNL will not cancel the *Policy*, limit any of the provisions of the *Policy*, or raise Premiums on the *Policy* due to any omissions, misrepresentations, or inaccuracies in the application form, whether willful or not.

  The Policyholder has the right to request a review by the California Insurance Commissioner if the Policyholder believes his or her health insurance policy has been or will be wrongly canceled, rescinded or not renewed. HNL's notice of intent to cancel, rescind or non-renew the *Policy* will include information on how the Policyholder may request review by the California Insurance Commissioner.

B. TERMINATION UPON NOTICE

The Policyholder may terminate this *Policy* by notifying Health Net Life (Health Net Individual Products, P.O. Box 1150, Rancho Cordova, CA 95670). The *Policy* will end at 12:01 a.m. on the date You requested, provided reasonable notice of at least 14 days was given or, if reasonable notice was not given, 14 days after receipt of Your notice unless an earlier date is agreed to by HNL.

If HNL discontinues offering health benefit plans in California, it will provide notice to the Commissioner of Insurance of California and to each affected Policyholder of its intention to discontinue offering health benefit plans to California Policyholders at least 180 days prior to termination of health benefit plan coverage.

If HNL decides to discontinue offering a particular health benefit plan in the market in California, it will:

a. Provide notice to the Commissioner of Insurance of California and each affected Policyholder of its intention to discontinue offering the particular health benefit plan in California;

b. Provide such notice at least 90 days prior to discontinuance of the particular health benefit plan; and;

c. Offer to each affected Policyholder whose coverage is being discontinued, the option of replacing the discontinued plan with any other individual plan currently being offered by HNL in California, for which the Policyholder is eligible.

The written notice given by HNL to notify the Policyholder that coverage has terminated will be delivered to or mailed to the Policyholder at his/her last address as shown on HNL's records.

C. RENEWAL PROVISIONS

Subject to the termination provisions described in this *Policy*, coverage will remain in effect for each month Premium fees are received and accepted by HNL. This Policy is guaranteed renewable and HNL may only non-renew or cancel coverage for nonpayment of Premiums.

D. CHANGES IN PREMIUMS

Premiums may be changed by HNL on at least 60 days written notice to the Policyholder prior to the date of such change. Any change in Premium shall take effect on the first day of the next Calendar Year.

If a governmental authority (a) imposes a tax or fee that is computed on Premiums or (b) requires a change in coverage or administrative practice that increases HNL's risk, HNL may amend this Policy and increase the Premium sufficiently to cover the tax, fee or risk. The effective date shall be the date shown in a written notice from HNL to the Policyholder. The effective date shall become effective only upon renewal on the first day of the Calendar Year.

If this *Policy* is terminated for any reason, the Policyholder shall be liable for all Premiums for any time this *Policy* is in force.

E. GRACE PERIODS

A Grace Period of 30 days will be allowed for payment of any Premium due, except the first one. During this period the *Policy* will remain in force (subject to the right of the HNL to cancel in accordance with the termination provision above). If the Policyholder fails to pay the required Premium when due, coverage could be canceled after a 30-day grace period. Before the1st day of the grace period, HNL will send the Policyholder the Notice of Premium Delinquency, Grace Period and Intent to Nonrenew. During the 30-day grace period, HNL must continue your coverage under this plan. If HNL does not receive payment of the delinquent premiums within the 30-day grace period, coverage will be terminated at the end of the grace period. The 30-day grace period shall end no sooner than the thirtieth day following the last day of coverage for which HNL has received payment. The Policy-holder will be responsible for the full cost of any Medical Services rendered after the Covered Person's date of termination. The Policyholder shall not be permitted to unilaterally reinstate coverage through the submission of Premium payments after the date on which this *Policy* has been terminated pursuant to this provision. Refer to "Reinstatement" below for further information. Premium payments received by HNL following expiration of the grace period shall be returned to the Policyholder, and the Policyholder shall not be entitled to further coverage hereunder.

F. REINSTATEMENT

If any renewal Premium be not paid within the time granted the Policyholder for payment, a subsequent ac-ceptance of Premium by HNL or by any agent duly authorized by HNL to accept such Premium, without requiring in connection therewith an application for reinstatement, shall reinstate the *Policy*; provided, however, that if HNL or such agent requires an application for reinstatement and issues a conditional receipt for the Premium tendered, the *Policy* will be reinstated upon approval of such application by HNL or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless HNL has previously notified the Policyholder in writing of its disapproval of such application. The Policyholder and HNL shall have the same rights thereunder as they had under the *Policy* immediately before the due date of the defaulted Premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. If You request reinstatement and pay all delinquent premiums within 30 calendar days after the end of the grace period, HNL's acceptance of that premium is not conditional and HNL will reinstate the Policy, effective as of the date the Policy was terminated for non-payment of premium. If You do not request reinstatement within 30 calendar days after the expiration of the grace period, or if the *Policy* has previously been cancelled for non-payment of premium during the previous twelve months, reinstatement will not be granted and you will need to reapply for coverage.

G. PAYMENT OF PREMIUMS

The Policyholder is responsible for payment of Premiums to HNL. Except for family members of the Policyholder or as required by law, HNL does not accept payments of Premiums on behalf of the Policyholder directly or indirectly from a Hospital, Home Health Care Agency, Hospice, Outpatient Surgical Center, Physician, Qualified Autism Provider, Residential Treatment Center, Skilled Nursing Facility, or other entities or persons which provide Covered Services and Supplies. An insurance agent or broker may remit payment of Premiums to HNL on behalf of the insured using only funds received from the insured or the insured's family members. HNL will not accept payment of premiums remitted by an agent or broker using funds from financially interested third parties that are not authorized by law to pay Premiums on behalf of the insured. Upon discovery of any unacceptable payment described in this section, HNL will return it and inform the Policyholder that the payment is rejected and that the Premium remains due. A 30-day grace period will be allowed for payment of the Premium due, beginning on the date that HNL notifies the Policyholder that the payment was rejected. If HNL does not receive payment on or before the last day of the grace period, HNL will cancel coverage after the end of the grace period. Refer to the "Grace Periods" provision above for further information.

ELIGIBILITY AND ENROLLMENT

This *Policy* is subject to the Guaranteed Availability and Guaranteed Renewability rules of the Affordable Care Act (ACA).

HNL establishes the conditions of eligibility that must be met in order to be eligible for coverage and continuing coverage under this *Policy*. In order to receive coverage under this Policy, the Policyholder must reside in Our Service Area. Both the Policyholder and each of the Policyholder's Dependents who apply for coverage must meet the following criteria:

- Apply for enrollment during an open enrollment period or during a special enrollment period defined under "Special Enrollment Periods." Open enrollment takes place November 1, 2017 to January 31, 2018, inclusive, then annually on and after January 1, 2018, from November 1 to January 31 of the following year, inclusive;
- Not be incarcerated, other than incarceration pending the disposition of charges.

If you have end-stage renal disease and are eligible for Medicare, you remain eligible for enrollment in this plan until you are enrolled in Medicare. The Notice of Acceptance indicates the names of applicants who have been accepted for coverage, the Effective Date thereof and the Deductible selected.

Policyholders covered under this *Policy* may also enroll Dependents who satisfy the eligibility requirements for enrollment. The following types of Dependents describe those who may enroll in this *Policy*:

- Spouse: The legal spouse, as defined by California law.
- Domestic Partner: The registered Domestic Partner, as defined by California law.
- Children: The children of the Policyholder or the Policyholder's spouse or Domestic Partner, (including legally adopted children, stepchildren and wards, as defined in the following provision), who are under 26 years of age. Coverage terminates on the last day of the Calendar Year in which the child turns 26 years of age unless the child is disabled.
- Wards: Children for whom the Policyholder or the Policyholder's spouse or Domestic Partner is a court-appointed guardian.
- Other Child: Any child that You have assumed a parent-child relationship, in lieu of a parent-child relationship described above, as indicated by intentional assumption of parental status, or assumption of parental duties by You, as certified by You at the time of enrollment of the child, and annually thereafter up to the age of 26 unless the child is disabled. Coverage terminates on the last day of the Calendar Year in which the child turns 26 years of age unless the child is disabled.

Disabled children 26 years of age and older

A child is covered as a Dependent until the last day of the Calendar Year in which he or she turns 26 years of age. Children who reach age 26 are eligible to continue coverage beyond the last day of the Calendar Year or initiate new Dependent coverage if all of the following conditions apply:

- The child is incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition; and
- The child is chiefly dependent upon the Policyholder for support and maintenance.

If the Policyholder is *enrolling* a disabled child who is age 26 or older for new coverage, he or she must provide HNL with proof of incapacity and dependency within 60 days of the date the Policyholder receives a request for such information about the dependent child from HNL.

HNL must provide the Policyholder notice at least 90 days prior to the last day of the Calendar Year during which his or her enrolled child reaches the age limit that coverage will terminate on the last day of the Calendar Year unless documentation of disability and dependency is provided by the Policyholder. The Policyholder must provide HNL with proof of his or her child's incapacity and dependency within 60 days of receipt of the notice. Coverage will continue until HNL makes a determination as to the child's disability and dependency.

The Policyholder must provide the proof of incapacity and dependency at no cost to HNL.

Following the disabled child's 28th birthday and no more often than annually thereafter, HNL may request that the Policyholder provide satisfactory evidence of the child's disability, and the Policyholder shall have 60 days to respond. A disabled child may remain covered by this plan for as long as he or she remains incapacitated and continues to meet the eligibility criteria described above.

Application for Coverage (Enrollment) and Effective Date for Newly Eligible Dependents

You are entitled to add newly eligible Dependents (subject to the applicable Premium payment) to this *Policy* as shown below:

- An application to add coverage for a newly married spouse or Domestic Partner will only be considered if We receive a completed application within sixty (60) days of marriage or Declaration of Domestic Partnership. Coverage shall begin on the first day of the month following the date the application for coverage is received. Other Dependents may also be added to the Policy.
- A newly adopted child, or a child who is being adopted, becomes eligible on the date the Policyholder or his or her spouse or Domestic Partner receives physical custody of the child or the date of adoption or placement of adoption.
- At the Policyholder's option, coverage begins effective either on (a) the date the Policyholder or his or her spouse or Domestic Partner receives physical custody of the child or the date of adoption or placement of adoption, or (b) on the first day of the month following the date the Policyholder or his or her spouse or Domestic Partner receives physical custody of the child or the date of adoption or placement of adoption. Coverage will continue for 31 days from the date of eligibility. The Policyholder must enroll the child before the 60th day for coverage to continue beyond the first 31 days.
- Coverage for newborn children will be effective upon birth and will continue during the first thirty-one (31) days following birth. However, coverage after thirty-one (31) days is contingent upon the Policyholder enrolling the newborn within sixty (60) days following birth. Alternatively, the Policyholder may elect for coverage to begin on the first day of the month following the date of birth.
- If a court has ordered the Policyholder to provide coverage for an eligible Dependent, coverage will begin on the date the court order is effective or, at the option of the Policyholder, a date following enrollment. The Policyholder must enroll the eligible Dependent within sixty (60) days of the effective date of the court order and pay any required Premiums.

Special Enrollment Periods

In addition to the open enrollment period, individuals and their dependents are eligible to enroll in this plan within 60 days of certain events, including but not limited to the following:

- The individual or his or her Dependent lost coverage in a plan with minimum essential coverage (coverage becomes effective the first of the following month after loss of coverage), not including loss due to non-payment of Premiums or situations allowing for a rescission (fraud or intentional misrepresentation of material fact);
- The individual or his or her Dependent is enrolled in any non-Calendar Year health plan or individual health insurance coverage, including both grandfathered and nongrandfathered health plans that expired or will expire, even if the individual or his or her Dependent has the option to renew such coverage. The date of the loss of coverage shall be the last day of the plan or policy year;
- The individual or his or her Dependent lost Medi-Cal coverage for pregnancy-related services;
- The individual or his or her Dependent lost Medi-Cal coverage for medically needy, only once per Calendar Year;
- The individual gained, lost or changed Dependent status due to marriage, domestic partnership, divorce, legal separation, dissolution of domestic partnership, adoption, placement for adoption, coverage mandated by a valid state or federal court order, or assumption of a parent-child relationship;

- The individual or his or her Dependent's enrollment or non-enrollment in the health benefit plan was unintentional, inadvertent or erroneous and is the result of the error, misrepresentation, misconduct or inaction of an officer, employee or agent of Covered California or the health benefit plan, or its instrumentalities as evaluated and determined by Covered California. In such cases, Covered California may take such action as may be necessary to correct or eliminate the effects of such error, misrepresentation or inaction;
- The individual or his or her Dependent demonstrates to the Exchange (Covered California), with respect to health benefit plans offered through Covered California, or the California Department of Insurance, with respect to health benefit plans offered outside the Exchange that the individual or his or her Dependent did not enroll in a health benefit plan during the immediately preceding enrollment period available to the individual or his or her Dependent because the individual or his or her Dependent were misinformed about being covered under minimum essential coverage;
- It is determined by Covered California on a case-by-case basis that the individual or enrollee, or his or her Dependents, was not enrolled as a result of misconduct on the part of a non-Covered California entity providing enrollment assistance or conducting enrollment activities.
- An individual or his or her Dependent's health carrier substantially violated a material provision of the health coverage contract;
- The individual or his or her Dependent adequately demonstrated to Covered California that the health benefit plan substantially violated a material provision of its contract in relation to the enrollee;
- The individual or his or her Dependent gained access to new health benefit plans as a result of a permanent move.
- The individual or his or her Dependent was released from incarceration;
- The individual or his or her Dependent was receiving services under another health benefit plan from a contracting provider, who no longer participates in that health plan, for any of the following conditions: (a) An acute condition (a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration.); (b) A serious chronic condition (a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration.); (c) A pregnancy (the three trimesters of pregnancy and the immediate postpartum period); (d) A terminal illness (an incurable or irreversible condition that has a high probability of causing death within one year or less.); (e) The care of a newborn between birth and age 36 months; or (f) Performance of a surgery or other procedure that has been recommended and documented by the provider to occur within 180 days of the contract's termination date or within 180 days of the effective date of coverage for a new Covered Person;
- The individual or his or her Dependent is a member of the reserve forces of the United States military returning from active duty or a member of the California National Guard returning from active duty under Title 32 of United States Code;
- The individual is a victim of domestic or spousal abandonment, as defined by 26 Code of Federal Regulation 1.36B-2t, including a dependent or unmarried victim within a household, are enrolled in minimum essential coverage and seek to enroll in coverage separate from the perpetrator of the abuse or abandonment. Dependents of the victim, who are on the same application as the victim, are also eligible to enroll at the same time as the victim.
- The individual or his or her Dependent apply for coverage through Covered California during the annual open enrollment period or due to a qualifying event and are assessed by Covered California as potentially eligible for Medi-Cal, and are determined ineligible for such coverage either after open enrollment has ended or more than 60 days after the qualifying event.
- The individual or his or her Dependent apply for coverage with Medi-Cal during the annual open enrollment period and are determined ineligible for such coverage after open enrollment has ended.

- The individual provides satisfactory documentary evidence to Covered California to verify eligibility following termination of enrollment due to failure to verify status within the required time period or are under 100 percent of the Federal poverty level and did not enroll while waiting for the United States Department of Health and Human Services to verify citizenship, status as a national or lawful presence.

“Minimum essential coverage” is the type of coverage an individual needs to have to meet the individual responsibility requirement under the Affordable Care Act. This includes individual market policies, job-based coverage, Medicare, Medicaid, CHIP, TRICARE and certain other coverage.

MEDICAL BENEFITS

The services and supplies described below will be covered for the Medically Necessary treatment of a covered illness, injury or condition. These benefits are subject to all provisions of this *Policy*.

In addition, many of the Covered Services and Supplies listed herein are subject to Certification in many instances, prior to the expenses being incurred. If Certification is not obtained, the available benefits will be subject to the noncertification penalty as shown in the “Schedule of Benefits.” Please refer to the "Certification Requirements" section of this *Policy* for further details.

An expense is incurred on the date the Covered Person receives the service or supply for which the charge is made. HNL shall not pay for expenses incurred for any services or supplies in excess of any visit or benefits maximum described in the "Schedule of Benefits" section or elsewhere in the *Policy*, nor for any service or supply excluded herein.

The fact that a Physician or other provider may perform, prescribe, order, recommend or approve a service, supply or hospitalization does not, in itself, make it Medically Necessary, or make it a covered service.

HNL will not make benefit payments for any Covered Person that exceed any of the benefit limits shown in the "Schedule of Benefits" section.

This Plan provides benefits required by the Newborns' and Mothers' Health Protection Act of 1996 and the Women's Health and Cancer Rights Act of 1998.

TELEPHONE TRIAGE & SCREENING SERVICES

Telephone triage or screening services to assess a Covered Person’s health concerns and symptoms are available 24 hours per day, 7 days per week by contacting the Customer Contact Center at the telephone number on the HNL ID Card. Health assessments will be performed by a Physician, registered nurse, or other qualified health professional acting within his or her scope of practice and who is trained to screen or triage an insured who may need care, for the purpose of determining the urgency of the Covered Person's need for care and arranging for care in a timely manner appropriate for the nature of the Covered Person’s condition.

NOTE: Please read this description of plan benefits carefully. Please, also read the "Schedule of Benefits" regarding the Covered Person's out of pocket expenses and "General Limitations and Exclusions," for details of any restrictions placed on the benefits.

HOW COVERED EXPENSES ARE DETERMINED

HNL will pay for Covered Expenses a Covered Person incurs under this plan. Covered Expenses are based on the maximum charge HNL will accept for each type of provider, not necessarily the amount a Physician or other health care provider bills for the service or supply. Other limitations on Covered Expenses may apply. See “Schedule of Benefits,” “Medical Benefits” and “General Exclusions and Limitations” sections for specific benefit limitations, maximums, certification requirements and payment policies that limit the amount HNL pays for certain Covered Services and Supplies.

Preferred Providers

The maximum amount of Covered Expenses for a service or supply provided by a Preferred Provider is the lesser of the billed charge or the amount contracted in advance by HNL, referred to in this *Policy* as the Contracted Rate.

Since the Preferred Provider has agreed to accept the Contracted Rate as payment in full, the Covered Person will not be responsible for any amount billed in excess of the Contracted Rate. However, he or she is responsible for any applicable Deductible(s), Copayments or Coinsurance payment required. The Covered Person is always responsible for services or supplies not covered by this plan.

Out-Of-Network Providers

You may obtain Covered Services and Supplies from an Out-of-Network Provider only for Emergency Care and Urgent Care.

When Services are not Available through a Preferred Provider: If HNL determines that the Medically Necessary care You require is not available within the EPO Preferred Provider network, HNL will authorize You to receive the care from an Out-of-Network Provider or facility and will arrange for the required medically appropriate care with an available and accessible Out-of-Network Provider or facility. Covered Services and Supplies received from Out-of-Network Providers will be payable at the Preferred Provider level of coverage. Cost-sharing paid at the Preferred Provider level of coverage will apply toward the in-network Deductible and accrue to the in-network Out-of-Pocket Maximum and You will not be responsible for any amounts the provider bills in excess of the Covered Expenses. If You need access to medically appropriate care that is not available in the Preferred Provider network, or are being billed for amounts in excess of the Covered Expenses for Covered Services received under these circumstances, please call the Customer Contact Center at the number shown on your Health Net I.D. Card.

When Out-of-Network Services are received at an In-Network Health Facility: If you receive covered non-emergent services at an in-network (EPO) health facility (including, but not limited to, a licensed Hospital, an ambulatory surgical center or other outpatient setting, a laboratory, or a radiology or imaging center), at which, or as a result of which, You receive non-emergent Covered Services by an Out-of-Network Provider, the non-emergent services provided by the Out-of-Network will be payable at the Preferred Provider level of cost-sharing and Deductible, if applicable, and without balance billing (balance billing is the difference between a provider's billed charge and the Covered Expenses); the cost-sharing and Deductible will accrue to the Out-of-Pocket Maximum).

OUT-OF-POCKET LIMITS ON EXPENSES

When the Covered Person's total Copayments, Coinsurance, Calendar Year Deductible payments for the medical, Prescription Drug, pediatric vision and pediatric dental benefits, during any Calendar Year, equal the Out-of-Pocket Maximum shown in the "Schedule of Benefits" section, no further Deductibles, Copayments or Coinsurance will be required from that Covered Person for the remainder of that Calendar Year. (See the "Schedule of Benefits" section for exceptions.)

MEDICAL DEDUCTIBLES

- After HNL determines the amount of Covered Expenses, HNL will subtract the applicable Deductible(s) and either the Copayment or the Coinsurance that applies to the covered service or supply. HNL will then pay up to the benefit limit shown in the "Schedule of Benefits" section.
- Only Covered Expenses will be applied to the satisfaction of the Deductible(s) shown in this *Policy*.
- Covered Expenses incurred under the Prescription Drug Benefit will be applied to the Calendar Year Deductible.

VISITS TO A HEALTH CARE PROVIDER'S OFFICE OR CLINIC

Professional Services

Necessary services of a Physician, including office visits and consultations, Hospital and Skilled Nursing Facility visits, and visits to the Covered Person's home.

Vision and Hearing Examinations

Vision and hearing examinations for diagnosis and treatment, including refractive eye examinations, are covered as shown in the "Schedule of Benefits" section.

Allergy Testing and Treatment

The testing and treatment of allergies is covered. This includes allergy serum.

Acupuncture

Medically Necessary (as defined) acupuncture services. Acupuncture services are administered by American Specialty Health Plans of California, Inc. (ASH Plans).

Patient Education

HNL will pay for a diabetes instruction program supervised by a licensed or registered health care professional. A diabetes instruction program is a program designed to teach the Covered Person (the diabetic) and Covered Persons of the diabetic's family about the disease process and the daily management of diabetic therapy.

In addition, HNL will cover tobacco cessation, asthma education, weight management classes and stress management classes that are provided by nonphysician providers.

Preventive Care Services

The coverage described below shall be consistent with the requirements of the Affordable Care Act (ACA).

Preventive Care Services are covered for children and adults, as directed by Your Physician, based on the guidelines from the following resources:

- U.S. Preventive Services Task Force Grade A & B recommendations (http://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations/)
- The Advisory Committee on Immunization Practices (ACIP) that have been adopted by the Center for Disease Control and Prevention (http://www.cdc.gov/vaccines/schedules/index.html)
- Guidelines for infants, children, adolescents and women's preventive health care as supported by the Health Resources and Services Administration (HRSA) (www.hrsa.gov/womensguidelines2016/index.html)
- For infants, children and adolescents, please refer to the American of Pediatrics Bright Futures Recommendations for Pediatric Preventive Health Care (https://brightfutures.aap.org/materials-and-tools/guidelines-and-pocket-guide/Pages/default.aspx), and the Uniform Screening Panel recommended by the U.S. Department of Health and Human Services Secretary's Discretionary Advisory Committee on Heritable Disorders in Newborn and Children (http://www.hrsa.gov/advisorycommittees/mchbadvisory/heritabledisorders/)

Your Physician will evaluate Your health status (including, but not limited to, Your risk factors, family history, gender and/or age) to determine the appropriate Preventive Care Services and frequency. The list of Preventive Care Services is available through https://www.healthcare.gov/coverage/preventive-care-benefits/. Examples of Preventive Care Services include, but are not limited to:

- Periodic health evaluations
- Vision and hearing testing
- Blood pressure, diabetes, and cholesterol tests
- Screening for depression
- USPSTF and HRSA recommended cancer screenings, including FDA-approved human papillomavirus (HPV) screening test, screening and diagnosis of prostate cancer (including prostate-specific antigen testing and digital rectal examinations), screening for breast, cervical and colorectal cancer, human immunodeficiency virus (HIV) screening, mammograms (including, for women age 40 or older, annual mammograms) and colonoscopies
- USPSTF recommended screening for women who have family members with breast, ovarian, tubal or peritoneal cancer to identify a family history that may be associated with an increased risk for potentially harmful mutations in breast cancer susceptibility genes (BRCA1 or BRCA 2), including genetic testing and, for women with positive screenings, genetic counseling and, if indicated after counseling, BRCA testing
- USPSTF recommended breast cancer preventive medications to reduce risk for women with an increased risk for breast cancer and at low risk for adverse medication effects
- Developmental screenings to diagnose and assess potential developmental delays
- Counseling on such topics as quitting smoking, lactation, losing weight, eating healthfully, and prevention of sexually-transmitted disease

- Group and individual counseling sessions for weight management; other weight management intervention services, including behavioral management activities, such as setting weight-loss goals; improving diet or nutrition and increasing physical activity; addressing barriers to change; self-monitoring; and strategizing how to maintain lifestyle changes
- Smoking cessation intervention services, including behavioral management activities and tobacco cessation counseling sessions (including telephone counseling, group counseling, and individual counseling); for information regarding smoking cessation behavioral modification support programs available through HNL, contact the Customer Contact Center at the telephone number on the HNL ID card or visit Our website at www.myhealthnetca.com.
- Alcohol misuse: screening and counseling, including brief behavioral counseling interventions
- Routine immunizations against diseases such as measles, polio, or meningitis
- Flu and pneumonia shots
- Vaccination for acquired immune deficiency disorder (AIDS) that is approved for marketing by the FDA and that is recommended by the United States Public Health Service
- Counseling, screening, and immunizations to ensure healthy pregnancies
- Regular well-baby and well-child visits
- Well-woman visits
- Routine prenatal care office visits

Preventive Care Services for women also include screening for gestational diabetes; sexually-transmitted infection counseling; human immunodeficiency virus (HIV) counseling; all FDA-approved contraceptive drugs, devices, and other products for women, including all FDA-approved contraceptive drugs, devices, and other products available over-the-counter (including, but not limited to, IUDs, injectable and implantable contraceptives) and contraceptive counseling (including, but not limited to, follow-up and management of side effects of contraceptives, counseling for continued adherence and contraceptive device placement and removal); sterilization procedures, breastfeeding support and lactation consultation, supplies and counseling; and domestic violence screening and counseling.

One breast pump and the necessary supplies to operate it (as prescribed by Your Physician) will be covered for each pregnancy at no cost to You. This includes one retail-grade or Hospital-grade breast pump (either a manual pump or a standard electric pump) as prescribed by Your Physician. Breast pumps can be obtained by calling the Customer Contact Center at the phone number on Your Health Net Life ID card.

Preventive Care Services are covered as shown in the "Schedule of Benefits" section.

TESTS

Diagnostic Imaging (Including X-Ray) and Laboratory Procedures

All Medically Necessary prescribed diagnostic imaging (including X-ray) and laboratory procedures, services and materials, including cancer screening tests; mammography for purposes other than Preventive Care Services; electrocardiography; electroencephalography; ultrasounds; effectiveness of dialysis; fecal occult blood test; tests for specific genetic disorders for which genetic counseling is available; CT and PET scans; MRIs; ultraviolet light treatments; and bone density scans (CT and DEXA). Mammography and genetic testing for purposes of Preventive Care Services and human immunodeficiency virus (HIV) screening are covered under the "Preventive Care Services" provision in this section.

OUTPATIENT SURGERY AND SERVICES

Professional Surgical Services

All covered surgical procedures, including the services of the surgeon or specialist, assistant surgeon and anesthetist or anesthesiologist, together with preoperative and postoperative care. Surgery includes surgical reconstruction of a breast incident to a mastectomy (including lumpectomy), including surgery to restore symmetry; it also includes prosthesis and treatment of physical complications at all stages of mastectomy, including lymphedema.

HNL uses guidelines of Medicare and its contractors, other governmental regulatory bodies and nationally recognized medical societies and organizations to assist in its determination as to which services and procedures are eligible for reimbursement. HNL uses available Medicare guidelines to determine the circumstances under which claims for assistant surgeon services and co-surgeon and team surgeon services will be eligible for reimbursement, in accordance with HNL's normal claims filing requirements.

When adjudicating claims for Covered Services for the postoperative global period for surgical procedures, HNL applies Medicare's global surgery periods to the American Medical Association defined Surgical Package. The Surgical Package includes typical postoperative care. These criteria include consideration of the time period for recovery following surgery and the need for any subsequent services or procedures which are part of routine postoperative care.

When multiple procedures are performed at the same time, Covered Expenses include the Contracted Rate for the first (or major) procedure and one-half the Contracted Rate for each additional procedure. HNL uses available Medicare guidelines to determine the circumstances under which claims for multiple surgeries will be eligible for reimbursement, in accordance with HNL's normal claims filing requirements. No benefit is payable for incidental surgical procedures, such as an appendectomy performed during gall bladder surgery.

HNL uses available Medicare guidelines to determine which services and procedures are eligible for payment separately or as part of a bundled package, including but not limited to, which items are separate professional or technical components of services and procedures. HNL also uses proprietary guidelines to identify potential billing inaccuracies.

Certification may be required for outpatient surgery, including Outpatient Surgical Center and professional surgical services. Please refer to the "Certification Requirements" section of this *Policy* for details. Outpatient Services.

Covered Expenses include:

- Use of a Hospital emergency room or urgent care facility, supplies, ancillary services, laboratory and X-ray services, drugs and medicines administered by the Hospital emergency room or urgent care facility;
- Use of outpatient Hospital facility services. Examples are the use of Hospital centers in which ambulatory patients receive the following services: surgery, rehabilitation therapy (including physical, occupational and speech therapy), pulmonary rehabilitation therapy and cardiac rehabilitation therapy, laboratory tests, X-rays, radiation therapy; and chemotherapy
- Use of the facilities of an outpatient surgical unit including operating and recovery rooms, supplies, ancillary services, laboratory and X-ray services, drugs and medicines administered by the unit.

Certification may be required. Please refer to the "Certification Requirements" section of this *Policy* for details. Payment of benefits for outpatient services will be subject to the noncertification penalty as shown in the "Schedule of Benefits" if Certification is not obtained.

Benefits will be provided for Hospital services when it is necessary to perform dental services in a Hospital, either as an Inpatient or an Outpatient, due to an unrelated medical condition which would threaten the Covered Person's health if the dental services are not performed and when use of the Hospital setting has been ordered by both a medical doctor and a dentist. Certification will be required.

Outpatient Surgical Center

Outpatient diagnostic, therapeutic and surgical services and supplies for surgery performed at an Outpatient Surgical Center.

Certification may be required for outpatient surgery, including Outpatient Surgical Center and professional surgical services. Please refer to the "Certification Requirements" section of this *Policy* for details. Payment of benefits for outpatient surgical center will be subject to the noncertification penalty shown in the “Schedule of Benefits” if Certification is required but not obtained.

Outpatient Infusion Therapy

Outpatient infusion therapy used to administer covered drugs and other substances by injection or aerosol is covered when appropriate for the Covered Person's illness, injury or condition and will be covered for the number of days necessary to treat the illness, injury or condition.

Infusion therapy includes: total parenteral nutrition (TPN) (nutrition delivered through the vein); injected or intravenous antibiotic therapy; chemotherapy; injected or intravenous pain management; intravenous hydration (substances given through the vein to maintain the patient's fluid and electrolyte balance, or to provide access to the vein); aerosol therapy (delivery of drugs or other Medically Necessary substances through an aerosol mist); and tocolytic therapy to stop premature labor.

Covered services include professional services (including clinical pharmaceutical support) to order, prepare, compound, dispense, deliver, administer or monitor covered drugs or other covered substances used in infusion therapy.

Covered supplies include injectable Prescription Drugs or other substances which are approved by the California Department of Health or the Food and Drug Administration for general use by the public. Other Medically Necessary supplies and Durable Medical Equipment necessary for infusion of covered drugs or substances are covered.

Certain drugs that are administered as part of outpatient infusion therapy require Certification. Refer to the Health Net Life website, www.myhealthnetca.com, for a list of services and infused drugs that require Certification.

All services must be billed and performed by a provider licensed by the state. Only a 30-day supply will be dispensed per delivery.

Infusion therapy benefits will not be covered in connection with the following:

- Non-Prescription Drugs or medications
- Any drug labeled "Caution, limited by Federal Law to Investigational use" or Investigational drugs not approved by the FDA
- Drugs or other substances obtained outside of the United States
- Homeopathic or other herbal medications not approved by the FDA
- Drugs or devices not approved by the Food and Drug Administration (FDA) requiring a prescription either by federal or California law; however, drugs and medicines which have received FDA approval for marketing for one or more uses will not be denied on the basis that they are being prescribed for an off-label use if the conditions set for in California Health and Safety Code, Section 1367.21 have been met; or
- Supplies used by a health care provider that are incidental to the administration of infusion therapy, including but not limited to: cotton swabs, bandages, tubing, syringes, medications and solutions.

Radiation Therapy, Chemotherapy and Renal Dialysis Treatment

Radiation therapy and nuclear medicine, chemotherapy and renal dialysis treatment are covered when Medically Necessary. We also cover inpatient dialysis; routine outpatient visits with multidisciplinary nephrology team for a consultation, exam, or treatment; hemodialysis; and home hemodialysis and peritoneal dialysis and necessary equipment and medical supplies provided the Covered Person receives appropriate training at a dialysis facility.

Please notify HNL upon initiation of renal dialysis treatment.

Certification is required for radiation therapy. Please refer to the "Certification Requirements" section of this Policy for details. Payment of benefits for radiation therapy will be subject to the noncertification penalty as shown in the “Schedule of Benefits” if Certification is not obtained.

Organ, Tissue And Stem Cell Transplants

Organ, tissue and stem cell transplants that are not Experimental or Investigational are covered only if the transplant is authorized and certified by HNL. The transplant must be Medically Necessary and the Covered Person must qualify for the transplant. Please refer to the "Certification Requirements" section for information on how to obtain Certification.

HNL has a specific network of designated Transplant Performance Centers to perform organ, tissue and stem cell transplants. Your Physician can provide You with information about this network. You will be directed to a Transplant Performance Center at the time Certification is obtained. Providers that are not designated as part of HNL’s network of Transplant Performance Centers are considered Out-of-Network Providers, even if they have a contract with HNL, and are not covered.

Medically Necessary services, in connection with organ, tissue or stem cell transplants, are covered as follows:

- For the enrolled Covered Person who receives the transplant, and
- For the donor (whether or not an enrolled Covered Person). Benefits are reduced by any amounts paid or payable by the donor's own coverage. Only Medically Necessary services related to the organ donation are covered, including, but not limited to harvesting the organ, tissue or bone marrow and treatment of complications.

Evaluation of potential candidates is subject to the Certification Requirement. More than one evaluation (including tests) at more than one transplant center will not be authorized unless it is Medically Necessary. Organ, tissue and stem cell transplants will be covered regardless of the Covered Person's human immunodeficiency virus (HIV) status.

Organ donation extends and enhances lives and is an option that a Covered Person may want to consider. For more information on organ donation, including how to elect to be an organ donor, please contact the Customer Contact Center at the telephone number on Your HNL ID Card, or visit the Department of Health and Human Services organ donation website at www.organdonor.gov.

If a Covered Person receives services which are not Certified by HNL for an organ, tissue or stem cell transplant, he or she will incur the Non-Certification penalties described in the "Schedule of Benefits" section.

Travel expenses and hotel accommodations associated with organ, tissue and stem cell transplants are not covered.

If you disagree with a determination by HNL, you can appeal the determination. The complaint and appeals process, including independent medical review from the California Department of Insurance, is described in the "Grievance and Appeals Process" and "Independent Medical Review of Grievances Involving a Disputed Health Care Service" sections of this *Policy*. You may also call HNL at the telephone number on your ID card.

NEED IMMEDIATE ATTENTION

Emergency Care

HNL uses a prudent layperson standard to determine whether the criteria for Emergency Care have been met. HNL applies the prudent layperson standard to evaluate the necessity of medical services which a Covered Person accesses in connection with a condition that the Covered Person perceives to be an emergency situation. Please refer to “Emergency Care” in the "Definitions" section to see how the prudent layperson standard applies to the definition of "Emergency Care."

Emergency Care is available and accessible to all Covered Persons through the EPO network 24 hours a day, seven days a week. Emergency Care is also covered when provided by providers who are outside of the EPO network or outside California, including outside the United States. See "Foreign Travel or Work Assignment" in the "General Provisions" section for more details. Please see the "Schedule of Benefits" for the applicable Copayments.

Reimbursement for out-of-network Emergency Care will be the greatest of: (1) the amount negotiated with Preferred Providers for the emergency service provided, excluding any in-network Copayment or Coinsurance, (2) the amount calculated using the same method HNL generally uses to determine payments for Out-of-Network providers, excluding any in-network Copayment or Coinsurance; or (3) the amount paid under Medicare Part A or B, excluding any in-network Copayment or Coinsurance. Amounts charged for Emergency Care by Out-of-Network Providers for covered medical services and treatment in excess of this reimbursement amount will not be covered.

HNL bases its reimbursement for Covered Services and Supplies provided by an Out-of-Network Provider on a percentage of what Medicare would pay, known as the Medicare Allowable Amount, which may be less than the amount billed by an Out of Network Provider for those services and supplies. The maximum amount allowed for facility services, including but not limited to Hospital, Skilled Nursing Facility, and outpatient surgery, is determined by applying the lessor of billed charge or 150% of the Medicare Allowable Amount. The maximum allowable amount for Physician and all other types of services and supplies is the lesser of the billed charge or 100% of the Medicare Allowable Amount.

In the event there is no Medicare Allowable Amount for a billed service or supply code:

a. Maximum allowable amount for professional and ancillary services shall be 100% of FAIR Health's Medicare gapfilling methodology. Services or supplies not priced by gapfilling methodology shall be the lesser of: (1) the average amount negotiated with Preferred Providers within the geographic region for the same Covered Services or Supplies provided; (2) 50th percentile of FAIR Health database of professional and ancillary services not included in FAIR Health Medicare gapfilling methodology; (3) 100% of Medicare Allowable Amount for the same Covered Services or Supplies under alternative billing codes published by Medicare; or (4) 50% of the Out-of-Network Provider's billed charges for Covered Services. A similar type of database or valuation service will only be substituted if a named database or valuation services becomes unavailable due to discontinuation by the vendor or contract termination.

b. Maximum allowable amount for facility services shall be the lesser of: (1) the average amount negotiated with Preferred Providers within the geographic region for the same Covered Services or Supplies provided; (2) 100% of the derived amount using a method developed by Data iSight for facility services (a data service that applies a profit margin factor to the estimated costs of the services rendered), or a similar type of database or valuation service, which will only be substituted if a named database or valuation services becomes unavailable due to discontinuation by the vendor or contract termination; (3) 150% of the Medicare Allowable Amount for the same Covered Services or Supplies under alternative billing codes published by Medicare; or (4) 50% of the Out-of-Network Provider's billed charges for Covered Services.

Urgent Care

Through a Preferred Provider, Urgent Care is covered as long as services would have otherwise been covered under this *Policy*. Urgent Care is available and accessible to all Covered Persons through the EPO network 24 hours a day, seven days a week. Urgent Care is also covered when provided by providers who are outside of the EPO network or outside California, including outside the United States. See "Foreign Travel or Work Assignment" in the "General Provisions" section for more details. Please see the "Schedule of Benefits" for the applicable Copayments.

Reimbursement for out-of-network urgent care will be the greatest of: (1) the amount negotiated with Preferred Providers for the urgent care service provided, excluding any in-network Copayment or Coinsurance; (2) the 50th percentile of FAIR Health database of professional and ancillary services or 100% of the method developed by Data iSight, a data service that applies a profit margin factor to the estimated costs of the services rendered, or a similar type of database or valuation service; or (3) the amount paid under Medicare Part A or B, excluding any in-network Copayment or Coinsurance. Amounts charged for urgent care by Out-of-Network Providers for covered medical services and treatment in excess of this reimbursement amount will not be covered.

Ambulance Services

Air or ground Ambulance and Ambulance transport services provided through a Preferred Provider or an Out-of-Network Provider as a result of a **911** emergency response system call will be covered, when either of the following conditions apply:

- The request was made for an emergency medical condition and Ambulance transport services were required; or

- The Covered Person reasonably believed that his or her medical condition was an emergency medical condition and required Ambulance transport services.

Paramedic and Ambulance services that do not meet these conditions or which do not result in a transportation will be covered only if Certification is obtained and the services are Medically Necessary.

Non-emergency Ambulance and psychiatric transport van services are covered if a Physician determines that the Covered Person's condition requires the use of services that only a licensed ambulance (or psychiatric transport van) can provide and that the use of other means of transportation would endanger the Covered Person's health. Services are only covered when the vehicle transports insured to or from covered services. Non-emergency ambulance services do not include transportation by car, taxi, bus, gurney van, wheelchair van, and any other type of transportation (other than a licensed ambulance or psychiatric transport van), even if it is the only way to travel to a provider.

Please refer to the "Certification Requirements" section and the "Ambulance Services" provision of the "General Exclusions and Limitations" section for additional information.

HOSPITAL STAY

Covered Expenses include:

- Accommodations as an Inpatient in a room of two or more beds, at the Hospital's most common semi-private room rate with customary furnishings and equipment (including special diets as Medically Necessary);
- Services in Special Care Units;
- Private rooms, when Medically Necessary;
- Physician services, including both professional surgical and professional medical services;
- Specialized and critical care;
- General nursing care;
- Special duty nursing as Medically Necessary);
- Operating, delivery and special treatment rooms;
- Supplies and ancillary services including laboratory, cardiology, pathology, radiology and any professional component of these services;
- Physical, speech, occupational and respiratory therapy;
- Radiation therapy, chemotherapy and renal dialysis treatment;
- Other diagnostic, therapeutic and rehabilitative services, as appropriate;
- Biologicals and radioactive materials;
- Anesthesia and oxygen services,
- Durable Medical Equipment and supplies;
- Medical social services;
- Drugs and medicines approved for general use by the Food and Drug Administration which are supplied by the Hospital for use during the Covered Person’s stay;
- Blood transfusions, including blood processing, the cost of blood and unreplaced blood and Blood Products are covered. Self-donated (autologous) blood transfusions are covered only for a scheduled surgery that has been certified; and
- Coordinated discharge planning including the planning of such continuing care as may be necessary, both medically and as a means of preventing possible early re-hospitalization.

Certification is required for Hospital stay, including the facility and some services received while admitted to the Hospital. Please refer to the “Certification Requirements” section for details. Payment of benefits for Hospital facility stay will be subject to the noncertification penalty as shown in the “Schedule of Benefits” if Certification is not obtained.

Bariatric (Weight Loss) Surgery

Bariatric surgery (modifying the gastrointestinal tract to reduce nutrient absorption) provided for the treatment of morbid obesity is covered when Medically Necessary and the Covered Person has completed a pre-surgical education program. The surgery must be authorized by HNL and performed at a Bariatric Surgery Performance Center by an HNL Bariatric Surgery Performance Center network surgeon who is affiliated with the HNL Bariatric Surgery Performance Center. Providers that are not designated as part of HNL’s network of Bariatric Surgery Performance Centers are considered Out-of-Network Providers, even if they have a contract with HNL, and are not covered.

Bariatric Surgery Performance Centers are HNL’s designated network of bariatric surgical centers and surgeons to perform weight loss surgery. Your Physician can provide You with information about this network. You will be directed to an HNL Bariatric Surgery Performance Center at the time authorization is obtained. All clinical work-up, diagnostic testing and preparatory procedures must be acquired through a HNL Bariatric Surgery Performance Center by an HNL Bariatric Surgery Performance Center network surgeon. Coverage for the surgery includes Hospital inpatient care (room and board, imaging, laboratory, special procedures, and Physician services).

If You live 50 miles or more from the nearest HNL designated bariatric surgical center, You are eligible to receive travel expense reimbursement, including clinical work-up, diagnostic testing and preparatory procedures, when necessary for the safety of the Covered Person and for the prior approved bariatric weight loss surgery. All requests for travel expense reimbursement must be prior approved by HNL.

Covered travel-related expenses will be reimbursed as follows:

- Transportation for the Covered Person to and from the Bariatric Surgery Performance Center up to $130 per trip for a maximum of four (4) trips (pre-surgical work-up visit, one pre-surgical visit, the initial surgery and one follow-up visit).
- Transportation for one companion (whether or not an enrolled Covered Person) to and from the Bariatric Surgery Performance Center up to $130 per trip for a maximum of three (3) trips (pre-surgical work-up visit, the initial surgery and one follow-up visit).
- Hotel accommodations for the Covered Person not to exceed $100 per day for the pre-surgical work-up visit, pre-surgical visit and the follow-up visit, up to two (2) days per trip or as Medically Necessary. Limited to one room, double occupancy.
- Hotel accommodations for one companion (whether or not an enrolled Covered Person) not to exceed $100 per day, up to four (4) days for the Covered Person’s pre-surgical work-up visit and initial surgery stay and up to two (2) days for the initial follow-up visit. Limited to one room, double occupancy.
- Other reasonable expenses not to exceed $25 per day, up to two (2) days per trip for the pre-surgical work-up visit, pre-surgical visit and follow-up visit and up to four (4) days for the surgery visit.

The following items are specifically excluded and will not be reimbursed:

- Expenses for tobacco, alcohol, telephone, television, and recreation are specifically excluded.

Submission of adequate documentation including receipts is required to receive travel expense reimbursement from HNL.

If you disagree with a determination by HNL, you can appeal the determination. The complaint and appeals process, including independent medical review from the California Department of Insurance, is described in the "Grievance and Appeals Process" and "Independent Medical Review of Grievances Involving a Disputed Health Care Service" sections of this *Policy*. You may also call HNL at the telephone number on your ID card.

Radiation Therapy, Chemotherapy and Renal Dialysis Treatment

Radiation therapy and nuclear medicine, chemotherapy and renal dialysis treatment are covered when Medically Necessary. We also cover inpatient dialysis; routine outpatient visits with multidisciplinary nephrology team for a consultation, exam, or treatment; hemodialysis; and home hemodialysis and peritoneal dialysis and necessary equipment and medical supplies provided the Covered Person receives appropriate training at a dialysis facility.

Please notify HNL upon initiation of renal dialysis treatment.

Organ, Tissue And Stem Cell Transplants

Organ, tissue or stem cell transplants that are not Experimental or Investigational are covered only if the transplant is authorized and certified by HNL. The transplant must be Medically Necessary and the Covered Person must qualify for the transplant. Please refer to the "Certification Requirement" section for information on how to obtain Certification.

HNL has a specific network of designated Transplant Performance Centers to perform organ, tissue and stem cell transplants. Your Physician can provide You with information about this network. You will be directed to a Transplant Performance Center at the time Certification is obtained. Providers that are not designated as part of HNL's network of Transplant Performance Centers are considered Out-of-Network Providers, even if they have a contract with HNL, and are not covered.

Medically Necessary services, in connection with organ, tissue or stem cell transplants, are covered as follows:

- For the Covered Person who receives the transplant, and
- For the donor (whether or not a Covered Person). Benefits are reduced by any amounts paid or payable by the donor's own coverage. Only Medically Necessary services related to the organ donation are covered, including, but not limited to harvesting the organ, tissue or bone marrow and treatment of complications.

Evaluation of potential candidates is subject to the Certification Requirement. More than one evaluation (including tests) at more than one transplant center will not be authorized unless it is Medically Necessary. Organ, tissue and stem cell transplants will be covered regardless of the Covered Person's human immunodeficiency virus (HIV) status.

Organ donation extends and enhances lives and is an option that a Covered Person may want to consider. For more information on organ donation, including how to elect to be an organ donor, please contact the Customer Contact Center at the telephone number on Your HNL ID Card, or visit the Department of Health and Human Services organ donation website at www.organdonor.gov.

If a Covered Person receives services which are not Certified by HNL for an organ, tissue or stem cell transplant, he or she will incur the Non-Certification penalties described in the "Schedule of Benefits" section.

Travel expenses and hotel accommodations associated with organ, tissue and stem cell transplants are not covered.

If you disagree with a determination by HNL, you can appeal the determination. The complaint and appeals process, including independent medical review from the California Department of Insurance, is described in the "Grievance and Appeals Process" and "Independent Medical Review of Grievances Involving a Disputed Health Care Service" sections of this *Policy*. You may also call HNL at the telephone number on your ID card.

MENTAL HEALTH, BEHAVIORAL HEALTH OR SUBSTANCE ABUSE NEEDS

Certain limitations or exclusions may apply. Please read the "General Exclusions and Limitations" section of this Policy.

The Mental Disorders and Chemical Dependency benefits are administered by MHN Services, an affiliate behavioral health administrative services company which contracts with Health Net to administer these benefits.

The list of services subject to Certification appears in the "Certification Requirements" section. Payment of benefits for Covered Services will be subject to the noncertification penalty as shown in the "Schedule of Benefits" if Certification is required but not obtained prior to services being rendered.

The following benefits are provided:

The diagnosis of and all Medically Necessary treatment of Severe Mental Illnesses of a person of any age, and of Serious Emotional Disturbances of a Child are covered by this *Policy*.

Serious Emotional Disturbances of a Child (SED) - The treatment and diagnosis of Serious Emotional Disturbances of a Child under the age of 18 is covered as shown in the "Schedule of Benefits" section under “Mental Health, Behavioral Health or Substance Abuse Needs.”

Severe Mental Illness - Treatment of Severe Mental Illness is covered as shown in the "Schedule of Benefits" section under “Mental Health, Behavioral Health or Substance Abuse Needs.”

Covered services include treatment of:

- Schizophrenia;
- Schizoaffective disorder;
- Bipolar disorder (manic-depressive illness);
- Major depressive disorders;
- Panic disorder;
- Obsessive-compulsive disorder;
- Pervasive developmental disorder (including Autistic Disorder, Rett’s Disorder, Childhood Disintegrative Disorder, Asperger’s Disorder and Pervasive Developmental Disorder not otherwise specified to include Atypical Autism, in accordance with the most recent edition of the Diagnostic and Statistical Manual for Mental Disorders);
- Autism;
- Anorexia nervosa;
- Bulimia nervosa.

Mental Disorders - Treatment of Mental Disorders is covered as shown in the "Schedule of Benefits" section under “Mental Health, Behavioral Health or Substance Abuse Needs.”

Outpatient Services - Outpatient services are covered as shown in the "Schedule of Benefits” section under “Mental Health, Behavioral Health or Substance Abuse Needs.”

Covered services include:

- Outpatient office visits for Mental Disorders and Chemical Dependency to Physicians and other licensed providers, as described in this *Policy*: Includes outpatient crisis intervention, short-term evaluation and therapy, longer-term specialized therapy, individual and group mental health evaluation and treatment, medication management and drug therapy monitoring.
- Outpatient services other than office visits for Mental Disorders and Chemical Dependency, as ordered by a Physician or other licensed provider described in this *Policy*: Includes psychological and neuropsychological testing when necessary to evaluate a Mental Disorder, intensive outpatient care program, day treatment programs, partial hospitalization programs, medical treatment for withdrawal symptoms, and other outpatient procedures.
- Intensive outpatient care program is a treatment program that is utilized when a patient’s condition requires structure, monitoring, and medical/psychological intervention at least three (3) hours per day, three (3) times per week.
- Partial hospitalization/day treatment program is a treatment program that may be free-standing or Hospital-based and provides services at least four (4) hours per day and at least four (4) days per week.
- Intensive psychiatric treatment programs, including short-term Hospital-based intensive outpatient care (partial hospitalization), short-term multidisciplinary treatment in an intensive outpatient psychiatric treatment program, short-term treatment in a crisis residential program in licensed psychiatric treatment facility with 24-

hour-a-day monitoring by clinical staff for stabilization of an acute psychiatric crisis, and psychiatric observation for an acute psychiatric crisis.

- Outpatient professional services for behavioral health treatment are covered as shown in the “Schedule of Benefits” section under “Mental Health, Behavioral Health or Substance Abuse Needs.” Behavioral Health Treatment (BHT) for Pervasive Developmental Disorder or Autism:
  - Professional services for behavioral health treatment including applied behavior analysis and evidence-based behavior intervention programs, that develop or restore, to the maximum extent practicable, the functioning of a Covered Person diagnosed with the Severe Mental Illnesses of pervasive developmental disorder or autism are covered as shown in the “Schedule of Benefits” section under “Mental Health, Behavioral Health or Substance Abuse Needs.”
  - A licensed Physician or licensed psychologist must establish the diagnosis of pervasive development disorder or autism;
  - The treatment must be prescribed by a licensed Physician, or developed by a licensed psychologist, and must be provided under a documented treatment plan prescribed, developed and approved by a Qualified Autism Service Provider providing treatment to the Covered Person for whom the treatment plan was developed. The treatment must be administered by the Qualified Autism Service Provider or by qualified autism service professionals and paraprofessionals who are supervised and employed by the treating Qualified Autism Service Provider;
  - The treatment plan must have measurable goals over a specific timeline that is developed and approved by the Qualified Autism Service Provider for the specific patient being treated, and must be reviewed by the Qualified Autism Service Provider at least once every six months and modified whenever appropriate. The treatment plan must not be used for purposes of providing or for the reimbursement of respite, day care or educational services, or to reimburse a parent for participating in a treatment program;
  - HNL may deny coverage for treatment if Medical Necessity is not demonstrated. HNL will not deny coverage for Medically Necessary BHT for lack of cognitive, developmental, or IQ testing; or because services are available from a California Regional Center.

Inpatient Services - Inpatient services are covered as shown in the "Schedule of Benefits” section under “Mental Health, Behavioral Health or Substance Abuse Needs.”

Covered Services and Supplies include:

- Accommodations in a room of two or more beds, including special treatment units, such as intensive care units and psychiatric care units, unless a private room is Medically Necessary.
- Supplies and ancillary services normally provided by the facility, including Physician services, laboratory services, drugs and medications dispensed for use during the confinement, psychological testing and individual, family or group therapy or counseling.
- Medically Necessary services in a Residential Treatment Center are covered except as stated in the “General Exclusions and Limitations” section.

Detoxification - Inpatient services for acute detoxification and treatment of acute medical conditions relating to Chemical Dependency are covered. Inpatient detoxification includes hospitalization only for medical management of withdrawal symptoms, including room and board, Physician services, drugs, dependency recovery services, education and counseling.

PREGNANCY

*The coverage described below meets requirements for Hospital length of stay under the **Newborns' and Mothers' Health Protection Act of 1996,** which requires that:*

Group health plans and health insurance issuers generally may not, under Federal law, 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 cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Hospital and Professional Services will be covered, including prenatal and postnatal care, and delivery. Covered Expenses include prenatal diagnostic procedures in the case of high-risk pregnancies and services in the California Prenatal Screening Program (formerly Expanded Alpha-Fetoprotein Program).

Birthing Center services are covered when authorized by HNL and provided by a Preferred Provider. A Birthing Center is a homelike facility accredited by the Commission for Accreditation of Birth Centers (CABC) that is equipped, staffed and operated to provide maternity-related care, including prenatal, labor, delivery and postpartum care. Services provided by other than a CABC-accredited designated center will not be covered.

Preventive services for pregnancy, as listed in the U.S. Preventive Services Task Force A&B recommendations and Health Resources and Services Administration's ("HRSA") Women's Preventive Service are covered as Preventive Care Services.

When a Covered Person gives birth to a child in a Hospital, the Covered Person is entitled to benefits for 48 hours of Inpatient care following a vaginal delivery or 96 hours following a cesarean section delivery. Longer stays in the Hospital and cesarean sections must be certified. The Covered Person's Physician will not be required to obtain Certification for a Hospital stay that is equal to or less than 48 hours following vaginal delivery or 96 hours following cesarean section. Longer stays in the Hospital and scheduled cesarean sections must be certified.

If the Covered Person is discharged earlier than 48 hours after a vaginal delivery or 96 hours after a cesarean section, the Covered Person's Physician may arrange a home visit during the first 48 hours following discharge by a licensed health care provider whose scope of practice includes postpartum care and newborn care. This home visit does not require Certification.

HNL care managers are available to coordinate care for high-risk pregnancy. Covered Persons can contact a care manager by calling the treatment review telephone number listed on the Health Net EPO Identification Card.

Additionally, this *Policy* covers terminations of pregnancy (Medically Necessary or elective).

Breastfeeding support and lactation consultation, supplies and counseling, as supported by the Health Resources and Services Administration (HRSA) guidelines, are covered as preventive care.

Please notify HNL at the time of the first prenatal visit.

HELP RECOVERING OR OTHER SPECIAL HEALTH NEEDS

Home Health Care Services

The services of a Home Health Care Agency in the Covered Person's home are covered when provided by a registered nurse or licensed vocational nurse and /or licensed physical, occupational, speech therapist or respiratory therapist. These services are in the form of visits that may include, but are not limited to, skilled nursing services, medical social services, rehabilitation and habilitation therapy (including physical, speech and occupational), pulmonary rehabilitation therapy and cardiac rehabilitation therapy.

Home Health Care Services include diagnostic and treatment services which can reasonably be provided in the home, including nursing care, performed by a registered nurse, public health nurse, licensed vocational nurse or certified home health aide. House calls by a Physician or registered nurse are covered when care can best be provided in the home as determined by the Physician.

Home Health Care Services must be ordered by Your Physician. The following conditions must be met in order to receive Home Health Care Services:

- The skilled nursing care is appropriate for the medical treatment of a condition, illness, disease or injury;
- The Covered Person is homebound (this means that the Covered Person is normally unable to leave home unassisted, and, when the Covered Person does leave home, it must be to obtain medical care, or for short, infrequent non-medical reasons such as a trip to get a haircut, or to attend religious services or adult day care);

Care that an unlicensed family member or layperson could provide safely and effectively or care in the home if the home is not a safe and effective treatment setting is excluded.

Home Health Care Services are limited to a maximum of 100 visits per Calendar Year. However, home health care rehabilitative and habilitative services are subject to a separate maximum limit of 100 visits per Calendar year. Home Health Care visits are limited to 3 visits per day, up to 2 hours per visit by a nurse, medical social worker, physical/occupational/speech therapist, or up to 4 hours per visit by a home health aide.

In addition, Medically Necessary coverage will be provided for therapies in the home, when determined medically appropriate as an alternative to Inpatient care upon prior written approval by HNL. All home health services and supplies directly related to infusion therapy are payable as stated in the "Outpatient Infusion Therapy" provision above, and are not payable under this Home Health Care benefit.

Payment of benefits for Home Health Care Agency Services will be subject to the noncertification penalty as shown in the “Schedule of Benefits” if Certification is not obtained for home-based physical, speech or occupational therapy.

Rehabilitative Services

Rehabilitative services, including physical therapy, acupressure, occupational therapy, speech therapy, cardiac therapy and inhalation therapy, are covered, when Medically Necessary, in accordance with the "Schedule of Benefits," except as stated in the "General Exclusions and Limitations" section. Certification is required for physical therapy, occupational therapy and speech therapy.

Payment of benefits for rehabilitative services will be subject to the noncertification penalty as shown in the “Schedule of Benefits” if Certification is not obtained.

Habilitative Services

Habilitative services and devices are health care services and devices that help a person keep, learn, or improve skills and functioning for daily living (habilitative services). Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology, and other services for people with disabilities in a variety of inpatient and/or outpatient settings. Coverage is provided for habilitative services and/or therapy and devices, including physical therapy, acupressure, occupational therapy, speech therapy, cardiac therapy, pulmonary therapy, inhalation therapy, Durable Medical Equipment and Prostheses. Certification is required for physical therapy, occupation therapy, speech therapy, Durable Medical Equipment and Prostheses, as described in the “Certification Requirements” section.

Payment of benefits for habilitative services will be subject to the noncertification penalty as shown in the “Schedule of Benefits” if Certification is not obtained.

If you disagree with a determination by HNL, you can appeal the determination. The complaint and appeals process, including independent medical review from the California Department of Insurance, is described in the "Grievance and Appeals Process" and "Independent Medical Review of Grievances Involving a Disputed Health Care Service" sections of this *Policy*. You may also call HNL at the telephone number on your ID card.

Cardiac Rehabilitation Therapy

Medically Necessary cardiac rehabilitation therapy is provided in accordance with the "Schedule of Benefits" section, except as stated in the "General Exclusions and Limitations" section.

Pulmonary Rehabilitation Therapy

Pulmonary rehabilitation therapy provided in connection with the treatment of chronic respiratory impairment is covered, when Medically Necessary, in accordance with the "Schedule of Benefits" section, except as stated in the "General Exclusions and Limitations" section.

Skilled Nursing Facility

The Covered Person must be referred to the Skilled Nursing Facility by a Physician and must remain under the active supervision of a Physician. The Covered Person's condition must be such that skilled care is Medically Necessary; Covered Expenses include:

- Physician and nursing services;
- Accommodations in a room of two or more beds. Payment will be made based on the Skilled Nursing Facility's prevailing charge for two-bed room accommodations. If Medically Necessary, private rooms will be covered;
- Special treatment rooms;
- Supplies and ancillary services including laboratory, cardiology, pathology, radiology and any professional component of these services;
- Physical, occupational, respiratory and speech therapy;
- Drugs and medicines approved for general use by the Food and Drug Administration which are supplied by the Skilled Nursing Facility for use during the Covered Person's stay;
- Durable Medical Equipment if the Skilled Nursing Facility ordinarily furnishes the equipment;
- Medical social services;
- Blood transfusions, including blood processing, the cost of blood and unreplaced blood and Blood Products are covered. Self-donated (autologous) blood transfusions are covered only for a scheduled surgery that has been certified.

Payment of benefits for Skilled Nursing Facility services will be subject to the noncertification penalty as shown in the "Schedule of Benefits" if Certification is not obtained for the confinement.

Durable Medical Equipment

Rental or purchase of Durable Medical Equipment which is ordered or prescribed by a Physician and is manufactured primarily for medical use. Durable Medical Equipment which is used for infusion therapy will be payable only as stated in the "Outpatient Infusion Therapy" provision of this section.

Durable Medical Equipment includes, but is not limited to, wheelchairs, crutches, bracing, supports, casts and Hospital beds. Durable Medical Equipment also includes Orthotics (such as bracing, supports and casts) that are custom made for the Covered Person. In addition, the following items are covered:

- Tracheostomy equipment: artificial larynx; replacement battery for artificial larynx; tracheoesophageal voice prosthesis; tracheostomy supplies, including: adhesive disc, filter, inner cannula, tube, tube plug/stop, tube collar/holder, cleaning brush, mask, speaking valve, gauze, sterile water, waterproof tape, and tracheostomy care kits;
- Canes and crutches: adjustable and fixed canes, including standard curved handle and quad canes; adjustable and fixed crutches, including underarm and forearm crutches; replacement supplies for canes and crutches, including handgrips, tips and underarm pads;
- Dry pressure pad for a mattress;
- Cervical traction equipment (over door);
- Osteogenesis stimulation devices: non-invasive electrical osteogenesis stimulators, for spinal and non-spinal applications; non-invasive low density ultrasound osteogenesis stimulator;
- Respiratory drug delivery devices: large and small volume nebulizers; disposable and non-disposable administration sets; aerosol compressors; aerosol mask; disposable and non-disposable corrugated tubing for nebulizers; disposable and non-disposable filters for aerosol compressors; peak expiratory flow rate meter; distilled water for nebulizer; water collection device for nebulizer;
- IV Pole;

- Enteral and parenteral nutrition: enteral formula and additives, adult and pediatric, including for inherited diseases of metabolism; enteral feeding supply kits; enteral nutrition infusion pump; enteral tubing; gastrostomy/jejunostomy tube and tubing adaptor; nasogastric tubing; parenteral nutrition infusion pump; parenteral nutrition solutions; stomach tube; supplies for self-administered injections;
- Phototherapy (bilirubin) light with photometer;
- Lymphedema garments;
- Non-segmental home model pneumatic compressor for the lower extremities.

Except for podiatric devices to prevent or treat diabetes-related complications as discussed below, Corrective Footwear (including specialized shoes, arch supports and inserts) is only covered when all of the following circumstances are met:

- The Corrective Footwear is Medically Necessary;
- The Corrective Footwear is custom made for the Covered Person; and
- The Corrective Footwear is permanently attached to a Medically Necessary Orthotic device that is also a covered benefit under this plan.

Corrective Footwear for the management and treatment of diabetes-related medical conditions is covered under the “Diabetic Equipment” benefit as Medically Necessary.

Covered Durable Medical Equipment will be repaired or replaced when necessary. However, repair or replacement for loss or misuse is not covered. HNL will decide whether to replace or repair an item. HNL will also determine whether to rent or purchase the equipment and the vendor who provides it.

HNL applies nationally recognized Durable Medical Equipment coverage guidelines as defined by the Medicare Durable Medical Equipment Regional Administrative Contracts (DME MAC), Healthcare Common Procedure Coding System (HCPCS) Level II and Medicare National Coverage Determinations (NCD) in assessing Medical Necessity for coverage.

Some Durable Medical Equipment may not be covered as they are considered primarily for non-medical use.

Certification is required. Please refer to the "Certification Requirement" portion of this section for details. Payment of benefits for Durable Medical Equipment and custom Orthotics will be subject to the noncertification penalty as shown in the “Schedule of Benefits” if Certification is not obtained.

We also cover up to two Medically Necessary Contact Lenses per eye (including fitting and dispensing) in any 12-month period to treat conditions of aniridia (missing iris). An aniridia Contact Lens will not be covered if we covered more than one aniridia contact lens for that eye within the previous 12 months.

Coverage for Durable Medicare Equipment is subject to the limitations described in the "Noncovered Items" portion of the "General Limitations and Exclusions" section. Please refer to the "Schedule of Benefits” section for applicable Copayment or Coinsurance.

Breastfeeding devices and supplies, including Hospital-grade breast pumps and double breast pump kit, as supported by HRSA guidelines, are covered as Preventive Care Services. For additional information, please refer to the "Preventive Care Services" provision in this “Medical Benefits” section.

Diabetic Equipment

Equipment and supplies for the management and treatment of diabetes are covered, as Medically Necessary, including:

- Insulin pumps and all related necessary supplies
- Corrective Footwear to prevent or treat diabetes-related complications
- Specific brands of blood glucose monitors and blood glucose testing strips*
- Blood glucose monitors designed to assist the visually impaired
- Ketone urine testing strips*
- Lancets and lancet puncture devices*

- Specific brands of pen delivery systems for the administration of insulin, including pen needles*
- Specific brands of disposable insulin needles and syringes*
- Glucagon*

* These items (as well as insulin and Prescription Drugs for the treatment and management of diabetes) are covered under the Prescription Drug benefits. Please refer to the "Outpatient Prescription Drug Benefits" section for additional information.

Additionally, the following supplies are covered under the medical benefit as specified:

- Visual aids (excluding eyewear) to assist the visually impaired with proper dosing of insulin are provided through the prostheses benefit (see the “Prostheses” provision of this section).
- Self-management training, education and medical nutrition therapy will be covered, only when provided by licensed or registered health care professionals with expertise in the management or treatment of diabetes. Please refer to the "Patient Education" provision of this section for more information.

Prostheses

Prostheses are covered as follows:

- Internally implanted devices, such as pacemakers, devices to restore speaking after a laryngectomy and hip joints, which are medically indicated and consistent with accepted medical practice and approved for general use by the Federal Food and Drug Administration;
- External prostheses and the fitting and adjustment of these devices.
- Visual aids (excluding eyewear) to assist the visually impair with proper dosing of insulin.

For the purpose of this section, external prostheses are those which are:

- Affixed to the body externally, and
- Required to replace all or any part of any body organ or extremity, or

In the event that more than one type of prostheses is available, benefits will be provided only for the device or appliance which is medically and reasonably indicated in accordance with accepted medical practice.

In addition, the following prostheses are covered:

- If all or part of a breast is surgically removed for Medically Necessary reasons, reconstructive surgery and a prosthesis incident to the mastectomy (including lumpectomy), including custom-made prostheses when Medically Necessary; adhesive skin supports for external prostheses; and brassieres to hold a breast prosthesis;
- Intraocular lenses, cochlear implants and osseointegrated hearing devices;
- Prostheses to replace all or part of an external facial body part that has been removed or impaired by disease, injury or congenital defect; Medically Necessary compression burn garments and lymphedema wraps; light compression bandage; manual compression bandage; moderate compression bandage;
- Prostheses for restoring a method of speaking following a laryngectomy; and
- Ostomy and urological supplies, including the following:
    - Adhesives - liquid, brush, tube, disc or pad;
    - Adhesive removers;
    - Belts - ostomy;
    - Belts - hernia;
    - Catheters;
    - Catheter Insertion Trays;
    - Cleaners;

- Drainage Bags/Bottles - bedside and leg;
- Dressing Supplies;
- Irrigation Supplies;
- Lubricants;
- Miscellaneous Supplies - urinary connectors; gas filters; ostomy deodorants; drain tube attachment devices; soma caps tape; colostomy plugs; ostomy inserts; irrigation syringes, bulbs and pistons; tubing; catheter clamps, leg straps and anchoring devices; penile or urethral clamps and compression devices;
- Pouches - urinary, drainable, ostomy;
- Rings - ostomy rings;
- Skin barriers;
- Tape - all sizes, waterproof and non-waterproof.

Repair or replacement of prostheses is covered unless necessitated by misuse or loss. HNL may, at its option, pay for replacement rather than the repair of an item. Expenses for replacement are covered only when a prosthesis is no longer functional.

Certification is required. Please refer to the "Certification Requirements" section of this *Policy* for details. Payment of benefits for Prosthetics and corrective appliances, such as a brace, splint, or other device which is attached to a limb to correct a deficiency in form or function, will be subject to the noncertification penalty as shown in the “Schedule of Benefits” if Certification is not obtained.

Hospice Care

Hospice Care is care that is reasonable and necessary to control or manage terminal illness or related conditions. Hospice Care benefits are designed to be provided primarily in the Covered Person's home. To be considered terminally ill, a Covered Person must have been given a medical prognosis of one year or less to live. The Hospice entity must be licensed in accordance with California Hospice Licensure Act of 1990 or a licensed home health agency with federal I certification and must provide interdisciplinary team care with development and maintenance of an appropriate plan of care.

If You receive Hospice Care benefits You are entitled to the following:

- All Medically Necessary services and supplies furnished by the Hospice. This includes doctors' and nurses' services; homemaker services and drugs; and incontinence supplies;
- Bereavement services;
- Social and counseling services with medical social services provided by a qualified social worker. Dietary counseling, when necessary, provided by a qualified provider;
- Medical direction with the medical director also responsible for meeting general medical needs to the extent that these needs are not met by the attending Physician;
- Volunteer services;
- Short-term inpatient care;
- Physical, occupational and speech therapy for the purposes of symptom control or enable the Covered Person to maintain activities of daily living and basic functional skills;
- During periods of crisis (a period in which the Covered Person requires continuous care to achieve palliation or management of acute medical symptoms), nursing care on a continuous basis for as much as 24 hours a day as necessary to maintain the Covered Person at home. Hospitalization will be covered when inpatient skilled nursing care is required at a level that cannot be provided in the home; and
- Up to five consecutive days of respite care. Respite care is furnished to a person in an Inpatient setting in order to provide relief for Dependents or others caring for that person.

All of these services and supplies will be provided or arranged by the Hospice.

Payment of benefits for Hospice Care will be subject to the noncertification penalty as shown in the “Schedule of Benefits” if Certification is not obtained for the care.

Family Planning

HNL provides coverage of all FDA-approved contraceptive drugs, devices, and other products for women, including all FDA-approved contraceptive drugs, devices, and products available over the counter, as prescribed by Your provider, at no charge.

Contraceptives that are covered under the medical benefit include. intrauterine devices (IUDs), injectable contraceptives and implantable rods. Contraceptives that are covered under the outpatient Prescription Drug benefits includes contraceptives for women that are either available over-the-counter or are only available with a Prescription Drug Order. Such contraceptives include oral contraceptives, contraceptive rings, patches, diaphragms, sponges, cervical caps, spermicides, female condoms, and emergency contraceptives.

Over-the-counter women’s contraceptives that are covered under this Plan require a Prescription Drug Order. You must present the Prescription Drug Order at a Participating Pharmacy to obtain such contraceptives. For more information, please see the "Outpatient Prescription Drug Benefits" portion of this "Medical Benefits” section of this Policy.

Sterilization of males is covered and is subject to the applicable Copayments or Coinsurance shown in the “Schedule of Benefits” section. Sterilization of females, patient education and counseling on contraception are covered as Preventive Care Services. Contraceptive counseling includes, but is not limited to, follow-up and management of side effects of contraceptives, counseling for continued adherence and contraceptive device placement and removal.

Services in relation to conception by artificial means are not covered. (See the "Conception by Medical Procedures" provision in the "General Exclusions and Limitations" section for more information.)

This *Policy* also covers Medically Necessary services and supplies for established fertility preservation treatments, when treatment for cancer or gender dysphoria may directly or indirectly cause iatrogenic Infertility. Iatrogenic Infertility is Infertility that is caused by a medical intervention, including reactions from prescribed drugs or from medical or surgical procedures. This benefit is subject to the applicable Copayments shown in the “Schedule of Benefits” section as would be required for covered services to treat any illness or condition under this *Policy*.

Covered Expenses also include services under the California Prenatal Screening Program administered by the California State Department of Public Health.

Implanted Lens(es) Which Replace the Organic Eye Lens

Implanted lens(es) which replace the organic eye lens are covered when Medically Necessary.

Reconstructive Surgery

Reconstructive surgery to restore and achieve symmetry including surgery performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors or disease to either improve function or create normal appearance to the extent possible, unless the surgery offers only a minimal improvement in the appearance of the Covered Person. This includes reconstructive surgery to restore and achieve symmetry incident to mastectomy (including lumpectomy) and Medically Necessary dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures. Cleft palate includes cleft palate, cleft lip or other craniofacial anomalies associated with cleft palate. This does not include cosmetic surgery that is performed to alter or reshape normal structures of the body in order to improve appearance or dental services or supplies or treatment for disorders of the jaw except as set out under the "Dental Services" and "Temporomandibular (Jaw) Joint Disorders" portions of the "General Exclusions and Limitations" section.

The coverage described above in relation to a Medically Necessary mastectomy complies with requirements under the ***Women’s Health and Cancer Rights Act of 1998.*** *In compliance with the Women’s Health Cancer Rights Act of 1998, this Plan provides benefits for mastectomy-related services, including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema. See also “Prostheses” in this “Medical Benefits” section for a description of coverage for prostheses.*

Phenylketonuria (PKU)
Coverage for testing and treatment of phenylketonuria (PKU) includes formulas and special food products that are part of a diet prescribed by a Physician and managed by a licensed health care professional in consultation with a Physician who specializes in the treatment of metabolic disease. The diet must be deemed Medically Necessary to prevent the development of serious physical or mental disabilities or to promote normal development or function. Coverage is provided only for those costs which exceed the cost of a normal diet.

"Formula" is an enteral product for use at home that is prescribed by a Physician.

"Special food product" is a food product that is prescribed by a Physician for treatment of PKU and used in place of normal food products, such as grocery store foods. It does not include a food that is naturally low in protein.

Other specialized formulas and nutritional supplements are not covered.

Pediatric Asthma
Services and supplies related to the diagnosis, treatment and appropriate management of pediatric asthma are covered. Covered services and supplies may include, but are not limited to, nebulizers (including face masks and tubing), inhaler spacers, peak flow meters and education for the management of pediatric asthma.

Surgically Implanted Drugs
Surgically implanted drugs are covered under the medical benefit when Medically Necessary, and may be provided in an inpatient or outpatient setting.

AIDS Vaccine
HNL will cover a vaccine for acquired immune deficiency syndrome (AIDS) that is approved for marketing by the federal Food and Drug Administration (FDA) and that is recommended by the United States Public Health Service.

Osteoporosis
HNL shall provide coverage for services related to diagnosis, treatment, and appropriate management of osteoporosis including, but not limited to, all Food and Drug Administration approved technologies, including bone mass measurement technologies as deemed medically appropriate.

Degenerative Illness
HNL shall provide coverage for Covered Persons diagnosed as having any significant destruction of brain tissue with resultant loss of brain function (progressive, degenerative, and dementing illnesses such as Alzheimer's disease).

Dental Injury
Emergency Care of a Physician, while You are covered under this *Policy,* treating an Accidental Injury to the natural teeth. The Covered Person must be covered under this *Policy* at the time such services are rendered. Medically Necessary related Emergency Hospital Services will also be covered. Damage to natural teeth due to chewing or biting is not Accidental Injury.

Dental appliances are not a Covered Expense, except for children under 19 as shown below under the “Child Needs Dental or Eye Care” portion of this “Medical Benefits” section.

Dental Services
Except as specifically stated elsewhere in this *Policy* dental services are limited to the services stated in "Dental Injury" above and in the following situations:

- General anesthesia and associated facility services are covered when the clinical status or underlying medical condition of the Covered Person requires that an ordinarily non-covered dental service which would normally be treated in a dentist's office and without general anesthesia must instead be treated in a Hospital or Outpatient Surgical Center. Such services, including general anesthesia and associated facility services, must be Medically Necessary and subject to the other limitations and exclusions of this *Policy* and will be covered for Covered Persons under any of the following circumstances (a) Covered Person s who are under seven years of age, (b) developmentally disabled or (c) whose health is compromised and general anesthesia is Medically Necessary.
- Medically Necessary dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures. Cleft palate includes cleft palate, cleft lip or other craniofacial anomalies associated with cleft palate.

- Dental evaluation, X-rays, fluoride treatment, and extractions necessary to prepare your jaw for radiation therapy of cancer in your head or neck.

Clinical Trials

Routine patient care costs for items and services furnished in connection with participation in an approved clinical trial are covered when Medically Necessary, authorized by HNL, and either the Covered Person's treating Physician has recommended participation in the trial or the Covered Person has provided medical and scientific information establishing eligibility for the clinical trial. Clinical trial services performed by Out-of-Network Providers are not covered. Services rendered as part of a clinical trial are subject to the reimbursement guidelines as specified in the law.

The following definition applies to the terms mentioned in the above provision only.

“Approved clinical trial” means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition. The treatment shall be provided in a clinical trial that involves either a drug that is exempt from federal regulation in relation to a new drug application, or is approved by one of the following:

- The National Institutes of Health, the Centers for Disease Control and Prevention, the Agency for Health Care Research and Quality, the Centers for Medicare & Medicaid Services, the United States Department of Defense, or the United States Department of Veterans Affairs
- A cooperative group or center of any of the entities described above; or
- The FDA as an Investigational new drug application.

“Life-threatening condition” means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

"Routine patient care costs" are the costs associated with the provision of health care services, including drugs, items, devices and services that would otherwise be covered under this *Policy,* if those health care services were not provided in connection with a clinical trials program.

Routine patient care costs include the following:

- Health care services typically provided absent a clinical trial.
- Health care services required solely for the provision of the Investigational drug, item, device or service.
- Health care services required for the clinically appropriate monitoring of the Investigational item or service.
- Health care services provided for the prevention of complications arising from the provision of the Investigational drug, item, device or service.
- Health care services needed for the reasonable and necessary care arising from the provision of the investigational drug, item, device or service, including the diagnosis or treatment of the complications.

Routine patient care costs do not include:

- Drugs or devices that have not been approved by the FDA and that are associated with the clinical trial.
- Services other than health care services, such as travel, housing, companion expenses, and other nonclinical expenses, that the Covered Person may require as a result of the treatment being provided for purposes of the clinical trial.
- Any item or service that is provided solely to satisfy data collection and analysis needs and that is not used in the clinical management of the Covered Person.
- Health care services which, except for the fact that they are not being provided in a clinical trial, are otherwise specifically excluded from coverage under this *Policy*.
- Health care services customarily provided by the research sponsors free of charge for any enrollee in the trial.

Please refer to the "General Exclusions and Limitations" section for more information.

If you disagree with a determination by HNL, you can appeal the determination. The complaint and appeals process, including independent medical review from the California Department of Insurance, is described in the "Grievance and Appeals Process" and "Independent Medical Review of Grievances Involving a Disputed Health Care Service" sections of this *Policy*. You may also call HNL at the telephone number on your ID card.

Gender Reassignment Services

Medically Necessary gender reassignment services, including, but not limited to, psychotherapy, pre-surgical and post-surgical hormone therapy, and surgical services (such as genital surgery and mastectomy), for the treatment of gender dysphoria or gender identity disorder are covered. Services not Medically Necessary for the treatment of gender dysphoria or gender identity disorder are not covered.

Please refer to the “Certification” section for more information regarding Certification Requirements.

CHILD NEEDS DENTAL OR EYE CARE

Accessing Pediatric Dental Services

We provide toll-free access to our Customer Service Associates to assist you with benefit coverage questions, resolving problems or changing your dental office. Customer Service can be reached Monday through Friday at **(866) 249-2382** from 5:00 a.m. to 8:00 p.m. Pacific Standard Time. Automated service is also provided after hours for eligibility verification and dental office transfers.

Pediatric dental services are covered until the last day of the month in which the individual turns nineteen years of age.

Network Benefits

All pediatric dental services must be provided by a Health Net Participating Dental Provider in order to be covered.

You must always verify the participation status of a provider prior to seeking services. From time to time, the participation status of a provider may change. You can verify the participation status by calling us and/or the provider.

We can provide assistance in referring You to a Network Dental Provider. We will make available to You a *Directory of Network Dental Providers*. You can also call Customer Service to determine which providers participate in the Network. The telephone number for Customer Service is on Your ID card.

Benefits for Eligible Dental Expenses are determined as a percentage of the negotiated contract fee between us and the provider rather than a percentage of the provider's billed charge. Our negotiated rate with the provider is ordinarily lower than the provider's billed charge. In no event, will you be required to pay a Network Dental Provider an amount for a Covered Dental Service in excess of the contracted fee.

A Network provider cannot charge you or us for any service or supply that is not Medically Necessary. If you agree to receive a service or supply that is not Medically Necessary the Network provider may charge you. However, these charges will not be considered Covered Dental Services and Benefits will not be payable.

Covered Dental Services

Benefits are available only for Necessary Dental Services. The fact that a Dental Provider has performed or prescribed a procedure or treatment, or the fact that it may be the only available treatment, for a dental disease does not mean that the procedure or treatment is a Covered Dental Service under this *Policy*.

Pre-Treatment Estimate

If the charge for a Dental Service is expected to exceed $500 or if a dental exam reveals the need for fixed bridgework, you may notify us of such treatment before treatment begins and receive a pre-treatment estimate. If you desire a pre-treatment estimate, you or your Dental Provider should send a notice to us, via claim form, within 20 calendar days of the exam. If requested, the Dental Provider must provide us with dental x-rays, study models or other information necessary to evaluate the treatment plan for purposes of benefit determination.

We will determine if the proposed treatment is a Covered Dental Service and will estimate the amount of payment. The estimate of Benefits payable will be sent to the Dental Provider and will be subject to all terms, conditions and provisions of the *Policy*.

A pre-treatment estimate of Benefits is not an agreement to pay for expenses. This procedure lets you know in advance approximately what portion of the expenses will be considered for payment.

Benefits for Pediatric Dental Services

Benefits are provided for the Dental Services stated in this subsection when such services are:

a. Medically Necessary.

b. Provided by or under the direction of a Network Dental Provider.

c. Not excluded as described in "*Pediatric Dental Exclusions"* of this subsection below.

Benefits

The medical deductible does not apply to diagnostic or preventive services.

Benefit limits are calculated on a Calendar Year basis unless otherwise specifically stated.

Pediatric Dental Essential Health Benefits:

CDT Codes	Procedure Code Description
Diagnostic	
D0120	Periodic oral evaluation - established patient
D0140	Limited oral evaluation - problem focused
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver
D0150	Comprehensive oral evaluation - new or established patient
D0160	Detailed and extensive oral evaluation - problem focused, by report
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit)
D0171	Re-evaluation - post–operative office visit
D0180	Comprehensive periodontal evaluation - new or established patient
D0210	Intraoral - complete series of radiographic images
D0220	Intraoral - periapical first radiographic image
D0230	Intraoral - periapical each additional radiographic image
D0240	Intraoral - occlusal radiographic image
D0250	Extraoral - first radiographic image
D0251	Extra-oral posterior dental radiographic image
D0270	Bitewing - single radiographic image
D0272	Bitewings - two radiographic images
D0273	Bitewings - three radiographic images
D0274	Bitewings - four radiographic images
D0277	Vertical bitewings - 7 to 8 radiographic images
D0310	Sialography
D0320	Temporomandibular joint arthrogram, including injection
D0322	Tomographic survey
D0330	Panoramic radiographic image
D0340	Cephalometric radiographic image
D0350	Oral/Facial photographic images
D0351	3D photographic image
D0460	Pulp vitality tests
D0470	Diagnostic casts
D0502	Other oral pathology procedures, by report
D0601	Caries risk assessment and documentation, with a finding of low risk

D0602	Caries risk assessment and documentation, with a finding of moderate risk
D0603	Caries risk assessment and documentation, with a finding of high risk
D0999	Unspecified diagnostic procedure, by report
Preventive	
D1110	Prophylaxis - adult
D1120	Prophylaxis - child
D1206	Topical application of fluoride varnish
D1208	Topical application of fluoride
D1310	Nutritional counseling for control of dental disease
D1320	Tobacco counseling for the control and prevention of oral disease
D1330	Oral hygiene instructions
D1351	Sealant - per tooth
D1352	Preventive resin restoration in a moderate to high carries risk patient - permanent tooth
D1353	Sealant repair - per tooth
D1510	Space maintainer-fixed - unilateral
D1515	Space maintainer-fixed - bilateral
D1520	Space maintainer-removable - unilateral
D1525	Space maintainer-removable - bilateral
D1550	Re-cementation of space maintainer
D1555	Removal of fixed space maintainer
D1575	Distal shoe space maintainer-fixed-unilateral
Restorative	
D2140	Amalgam - one surface, primary or permanent
D2150	Amalgam - two surfaces, primary or permanent
D2160	Amalgam - three surfaces, primary or permanent
D2161	Amalgam - four or more surfaces, primary or permanent
D2330	Resin-based composite - one surface, anterior
D2331	Resin-based composite - two surfaces, anterior
D2332	Resin-based composite - three surfaces, anterior
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)
D2390	Resin-based composite crown, anterior
D2391	Resin-based composite - one surface, posterior
D2392	Resin-based composite - two surfaces, posterior
D2393	Resin-based composite - three surfaces, posterior
D2394	Resin-based composite - four or more surfaces, posterior
D2710	Crown - resin - based composite (indirect)
D2712	Crown - 3/4 resin-based composite (indirect)
D2721	Crown - resin with predominantly base metal
D2740	Crown - porcelain/ceramic substrate
D2751	Crown - porcelain fused to predominantly base metal
D2781	Crown - 3/4 cast predominantly base metal
D2783	Crown - 3/4 porcelain/ceramic
D2791	Crown - full cast predominantly base metal
D2910	Recement inlay, onlay, or partial coverage restoration
D2915	Recement cast or prefabricated post and core
D2920	Recement crown
D2921	Reattachment of tooth fragment, incisal edge or cusp
D2929	Prefabricated porcelain/ceramic crown - primary tooth
D2930	Prefabricated stainless steel crown - primary tooth
D2931	Prefabricated stainless steel crown - permanent tooth

D2932	Prefabricated resin crown
D2933	Prefabricated stainless steel crown with resin window
D2940	Protective restoration
D2941	Interim therapeutic restoration - primary dentition
D2949	Restorative foundation for an indirect restoration
D2950	Core buildup, including any pins
D2951	Pin retention - per tooth, in addition to restoration
D2952	Post and core in addition to crown, indirectly fabricated
D2953	Each additional indirectly fabricated post - same tooth
D2954	Prefabricated post and core in addition to crown
D2955	Post removal
D2957	Each additional prefabricated post -same tooth
D2971	Additional procedures to construct new crown under existing partial denture framework
D2980	Crown repair, necessitated by restorative material failure
D2999	Unspecified restorative procedure, by report
Endodontics	
D3110	Pulp cap - direct (excluding final restoration)
D3120	Pulp cap - indirect (excluding final restoration)
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction application of medicament
D3221	Pulpal debridement, primary and permanent teeth
D3222	Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development
D3230	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)
D3240	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)
D3310	Endodontic therapy, anterior tooth (excluding final restoration)
D3320	Endodontic therapy, bicuspid tooth (excluding final restoration)
D3330	Endodontic therapy, molar tooth (excluding final restoration)
D3331	Treatment of root canal obstruction; non-surgical access
D3333	Internal root repair of perforation defects
D3346	Retreatment of previous root canal therapy - anterior
D3347	Retreatment of previous root canal therapy - bicuspid
D3348	Retreatment of previous root canal therapy - molar
D3351	Apexification/Recalcification/Pulpal regeneration - initial visit (apical closure/calcific repair of perforations, root resorption, pulp space disinfection etc.)
D3352	Apexification/Recalcification/Pulpal regeneration - interim medication replacement
D3410	Apicoectomy/Periradicular surgery - anterior
D3421	Apicoectomy/Periradicular surgery - bicuspid (first root)
D3425	Apicoectomy/Periradicular surgery - molar (first root)
D3426	Apicoectomy/Periradicular surgery - (each additional root)
D3427	Periarticular surgery without apicoectomy
D3430	Retrograde filling - per root
D3910	Surgical procedure for isolation of tooth with rubber dam
D3999	Unspecified endodontic procedure, by report
Periodontics	
D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bound spaces per quadrant
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant

D4249	Clinical crown lengthening - hard tissue
D4260	Osseous surgery (including flap entry and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant
D4261	Osseous surgery (including flap entry and closure) - one to three contiguous teeth or tooth bounded spaces, per quadrant
D4265	Biologic materials to aid in soft and osseous tissue regeneration
D4341	Periodontal scaling and root planing - four or more teeth per quadrant
D4342	Periodontal scaling and root planing - one to three teeth, per quadrant
D4346	Scaling in presence of generalized moderate or severe gingival inflammation - full mouth, after oral evaluation
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis
D4381	Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth
D4910	Periodontal maintenance
D4920	Unscheduled dressing change (by someone other than treating dentist)
D4999	Unspecified periodontal procedure, by report
Prosthodontics (Removable)	
D5110	Complete denture - maxillary
D5120	Complete denture - mandibular
D5130	Immediate denture - maxillary
D5140	Immediate denture - mandibular
D5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth)
D5212	Mandibular partial denture - resin base (including any conventional clasps, rest and teeth)
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rest and teeth)
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rest and teeth)
D5221	Immediate maxillary partial denture - resin base (including any conventional clasps, rests and teeth)
D5222	Immediate mandibular partial denture - resin base (including any conventional clasps, rests and teeth
D5223	Immediate maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)
D5224	Immediate mandibular partial denture - cast metal framework with resin denture bases (including any convential clasps, rests and teeth)
D5410	Adjust complete denture - maxillary
D5411	Adjust complete denture - mandibular
D5421	Adjust partial denture - maxillary
D5422	Adjust partial denture - mandibular
D5510	Repair broken complete denture base
D5520	Replace missing or broken teeth - complete denture (each tooth)
D5610	Repair resin denture base
D5620	Repair cast framework

D5630	Repair or replace broken clasp
D5640	Replace broken teeth - per tooth
D5650	Add tooth to existing partial denture
D5660	Add clasp to existing partial denture
D5730	Reline complete maxillary denture (chairside)
D5731	Reline complete mandibular denture (chairside)
D5740	Reline maxillary partial denture (chairside)
D5741	Reline mandibular partial denture (chairside)
D5750	Reline complete maxillary denture (laboratory)
D5751	Reline complete mandibular denture (laboratory)
D5760	Reline maxillary partial denture (laboratory)
D5761	Reline mandibular partial denture (laboratory)
D5850	Tissue conditioning, maxillary
D5851	Tissue conditioning, mandibular
D5862	Precision attachment, by report
D5863	Overdenture - complete maxillary
D5864	Overdenture - partial maxillary
D5865	Overdenture - complete mandibular
D5866	Overdenture - partial mandibular
D5899	Unspecified removable prosthodontic procedure, by report
Maxillofacial Prosthetics	
D5911	Facial moulage (sectional)
D5912	Facial moulage (complete)
D5913	Nasal prosthesis
D5914	Auricular prosthesis
D5915	Orbital prosthesis
D5916	Ocular prosthesis
D5919	Facial prosthesis
D5922	Nasal septal prosthesis
D5923	Ocular prosthesis, interim
D5924	Cranial prosthesis
D5925	Facial augmentation implant prosthesis
D5926	Nasal prosthesis, replacement
D5927	Auricular prosthesis, replacement
D5928	Orbital prosthesis, replacement
D5929	Facial prosthesis, replacement
D5931	Obturator prosthesis, surgical
D5932	Obturator prosthesis, definitive
D5933	Obturator prosthesis, modification
D5934	Mandibular resection prosthesis with guide flange
D5935	Mandibular resection prosthesis without guide flange
D5936	Obturator prosthesis, interim
D5937	Trismus appliance (not for TMD treatment)
D5951	Feeding aid
D5952	Speech aid prosthesis, pediatric
D5953	Speech aid prosthesis, adult
D5954	Palatal augmentation prosthesis
D5955	Palatal lift prosthesis, definitive
D5958	Palatal lift prosthesis, interim
D5959	Palatal lift prosthesis, modification
D5960	Speech aid prosthesis, modification
D5982	Surgical stent
D5983	Radiation carrier
D5984	Radiation shield

D5985	Radiation cone locator
D5986	Fluoride gel carrier
D5987	Commissure splint
D5988	Surgical splint
D5991	Topical Medicament Carrier
D5999	Unspecified maxillofacial prosthesis, by report
Implant Services	
D6010	Surgical placement of implant body: endosteal implant
D6011	Second stage implant surgery
D6013	Surgical placement of mini implant
D6040	Surgical placement: eposteal implant
D6050	Surgical placement: transosteal implant
D6052	Semi-precision attachment abutment
D6055	Connecting bar - implant supported or abutment supported
D6056	Prefabricated abutment - includes modification and placement
D6057	Custom fabricated abutment - includes placement
D6058	Abutment supported porcelain/ceramic crown
D6059	Abutment supported porcelain fused to metal crown (high noble metal)
D6060	Abutment supported porcelain fused to metal crown (predominantly base metal)
D6061	Abutment supported porcelain fused to metal crown (noble metal)
D6062	Abutment supported cast metal crown (high noble metal)
D6063	Abutment supported cast metal crown (predominantly base metal)
D6064	Abutment supported cast metal crown (noble metal)
D6065	Implant supported porcelain/ceramic crown
D6066	Implant supported porcelain fused to metal crown (titanium, titanium alloy, high noble metal)
D6067	Implant supported metal crown (titanium, titanium alloy, high noble metal)
D6068	Abutment supported retainer for porcelain/ceramic FPD
D6069	Abutment supported retainer for porcelain fused to metal FPD (high noble metal)
D6070	Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal)
D6071	Abutment supported retainer for porcelain fused to metal FPD (noble metal)
D6072	Abutment supported retainer for cast metal FPD (high noble metal)
D6073	Abutment supported retainer for cast metal FPD (predominantly base metal)
D6074	Abutment supported retainer for cast metal FPD (noble metal)
D6075	Implant supported retainer for ceramic FPD
D6076	Implant supported retainer for porcelain fused to metal FPD (titanium, titanium alloy, or high noble metal)
D6077	Implant supported retainer for cast metal FPD (titanium, titanium alloy, or high noble metal)
D6080	Implant maintenance procedures, including removal of prosthesis, cleansing of prosthesis and abutments and reinsertion of prosthesis
D6081	Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure

D6085	Previsional implant crown
D6090	Repair implant supported prosthesis, by report
D6091	Replacement of semi-precision or precision attachment of implant/abutment supported prosthesis, per attachment
D6092	Recement implant/abutment supported crown
D6093	Recement implant/abutment supported fixed partial denture
D6094	Abutment supported crown (titanium)
D6095	Repair implant abutment, by report
D6100	Implant removal, by report
D6110	Implant/abutment supported removable denture for edentulous arch-maxillary
D6111	Implant/abutment supported removable denture for edentulous arch-mandibular
D6112	Implant/abutment supported removable denture for partially edentulous arch-maxillary
D6113	Implant/abutment supported removable denture for partially edentulous arch-mandibular
D6114	Implant/abutment supported fixed denture for edentulous arch-maxillary
D6115	Implant/abutment supported fixed denture for edentulous arch-mandibular
D6116	Implant/abutment supported fixed denture for partially edentulous arch-maxillary
D6117	Implant/abutment supported fixed denture for partially edentulous arch-mandibular
D6190	Radiographic/Surgical implant index, by report
D6194	Abutment supported retainer crown for FPD (titanium)
D6199	Unspecified implant procedure, by report
Fixed Prosthodontics	
D6211	Pontic - cast predominantly base metal
D6241	Pontic - porcelain to predominantly base metal
D6245	Pontic - porcelain/ceramic
D6251	Pontic - resin with predominantly base metal
D6721	Crown - resin with predominantly base metal
D6740	Crown - porcelain/ceramic
D6751	Crown - porcelain fused to predominantly base metal
D6781	Crown - 3/4 cast predominantly base metal
D6783	Crown - 3/4 porcelain/ceramic
D6791	Crown - full cast predominantly base metal
D6930	Recement fixed partial denture
D6980	Fixed partial denture repair, necessitated by restorative material failure
D6999	Unspecified fixed prosthodontic procedure, by report
Oral and Maxillofacial Surgery	
D7111	Extraction, coronal remnants - deciduous tooth
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)
D7210	Surgical removal of erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated
D7220	Removal of impacted tooth - soft tissue
D7230	Removal of impacted tooth - partially bony
D7240	Removal of impacted tooth - completely bony
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications

D7250	Surgical removal of residual tooth roots (cutting procedure)
D7260	Oroantral fistula closure
D7261	Primary closure of a sinus perforation
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth
D7280	Surgical access of an unerupted tooth
D7283	Placement of device to facilitate eruption of impacted tooth
D7285	Biopsy of oral tissue - hard (bone, tooth)
D7286	Biopsy of oral tissue - soft
D7290	Surgical repositioning of teeth
D7291	Transseptal fiberotomy/supra crestal fiberotomy, by report
D7310	Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant
D7311	Alveoplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant
D7320	Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant
D7321	Alveoplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant
D7340	Vestibuloplasty - ridge extension (secondary epithelialization)
D7350	Vestibuloplasty - ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue)
D7410	Excision of benign lesion up to 1.25 cm
D7411	Excision of benign lesion greater than 1.25 cm
D7412	Excision of benign lesion, complicated
D7413	Excision of malignant lesion up to 1.25 cm
D7414	Excision of malignant lesion greater than 1.25 cm
D7415	Excision of malignant lesion, complicated
D7440	Excision of malignant tumor - lesion diameter up to 1.25 cm
D7441	Excision of malignant tumor - lesion diameter greater than 1.25 cm
D7450	Removal of benign odontogenic cyst or tumor - lesion diameter up to 1.25 cm
D7451	Removal of benign odontogenic cyst or tumor - lesion diameter greater than 1.25 cm
D7460	Removal of benign nonodontogenic cyst or tumor - lesion diameter up to 1.25 cm
D7461	Removal of benign nonodontogenic cyst or tumor - lesion diameter greater than 1.25 cm
D7465	Destruction of lesion(s) by physical or chemical method, by report
D7471	Removal of lateral exostosis (maxilla or mandible)
D7472	Removal of torus palatinus
D7473	Removal of torus mandibularis
D7485	Surgical reduction of osseous tuberosity
D7490	Radical resection of maxilla or mandible
D7510	Incision and drainage of abscess - intraoral soft tissue
D7511	Incision and drainage of abscess - intraoral soft tissue - complicated (includes drainage of multiple fascial spaces)
D7520	Incision and drainage of abscess - extraoral soft tissue
D7521	Incision and drainage of abscess - extraoral soft tissue - complicated (includes drainage of multiple fascial spaces)
D7530	Removal of foreign body from mucosa, skin, or subcutaneous alveolar tissue

D7540	Removal of reaction producing foreign bodies, musculoskeletal system
D7550	Partial ostectomy/sequestrectomy for removal of non-vital bone
D7560	Maxillary sinusotomy for removal of tooth fragment or foreign body
D7610	Maxilla - open reduction (teeth immobilized, if present)
D7620	Maxilla - closed reduction (teeth immobilized, if present)
D7630	Mandible - open reduction (teeth immobilized, if present)
D7640	Mandible - closed reduction (teeth immobilized, if present)
D7650	Malar and/or zygomatic arch - open reduction
D7660	Malar and/or zygomatic arch - closed reduction
D7670	Alveolus - closed reduction, may include stabilization of teeth
D7671	Alveolus - open reduction, may include stabilization of teeth
D7680	Facial bones - complicated reduction with fixation and multiple surgical approaches
D7710	Maxilla - open reduction
D7720	Maxilla - closed reduction
D7730	Mandible - open reduction
D7740	Mandible - closed reduction
D7750	Malar and/or zygomatic arch - open reduction
D7760	Malar and/or zygomatic arch - closed reduction
D7770	Alveolus - open reduction stabilization of teeth
D7771	Alveolus, closed reduction stabilization of teeth
D7780	Facial bones - complicated reduction with fixation and multiple surgical approaches
D7810	Open reduction of dislocation
D7820	Closed reduction of dislocation
D7830	Manipulation under anesthesia
D7840	Condylectomy
D7850	Surgical discectomy, with/without implant
D7852	Disc repair
D7854	Synovectomy
D7856	Myotomy
D7858	Joint reconstruction
D7860	Arthrostomy
D7865	Arthroplasty
D7870	Arthrocentesis
D7871	Non-arthroscopic lysis and lavage
D7872	Arthroscopy - diagnosis, with or without biopsy
D7873	Arthroscopy - surgical: lavage and lysis of adhesions
D7874	Arthroscopy - surgical: disc repositioning and stabilization
D7875	Arthroscopy - surgical: synovectomy
D7876	Arthroscopy - surgical: discectomy
D7877	Arthroscopy - surgical: debridement
D7880	Occlusal orthotic device, by report
D7881	Occlusal orthotic device adjustment
D7899	Unspecified TMD therapy, by report
D7910	Suture of recent small wounds up to 5 cm
D7911	Complicated suture - up to 5 cm
D7912	Complicated suture - greater than 5 cm
D7920	Skin graft (identify defect covered, location and type of graft)
D7940	Osteoplasty - for orthognathic deformities
D7941	Osteotomy - mandibular rami
D7943	Osteotomy - mandibular rami with bone graft; includes obtaining the graft

D7944	Osteotomy - segmented or subapical
D7945	Osteotomy - body of mandible
D7946	LeFort I (maxilla - total)
D7947	LeFort I (maxilla - segmented)
D7948	LeFort II or LeFort III (osteoplasty of facial bones for midface hypoplasia or retrusion) - without bone graft
D7949	LeFort II or LeFort III - with bone graft
D7950	Osseous, osteoperiosteal, or cartilage graft of mandible or facial bones - autogenous or nonautogenous, by report
D7951	Sinus augmentation with bone or bone substitutes via a lateral open approach
D7952	Sinus augmentation with bone or bone substitute via a vertical approach
D7955	Repair of maxillofacial soft and/or hard tissue defect
D7960	Frenulectomy also known as frenectomy or frenotomy - separate procedure not incidental to another procedure
D7963	Frenuloplasty
D7970	Excision of hyperplastic tissue - per arch
D7971	Excision of pericoronal gingiva
D7972	Surgical reduction of fibrous tuberosity
D7979	Non-surgical Sialolithotomy
D7980	Sialolithotomy
D7981	Excision of salivary gland, by report
D7982	Sialodochoplasty
D7983	Closure of salivary fistula
D7990	Emergency tracheotomy
D7991	Coronoidectomy
D7995	Synthetic graft - mandible or facial bones, by report
D7997	Appliance removal (not by dentist who placed appliance), includes removal of archbar
D7999	Unspecified oral surgery procedure, by report
Medically Necessary Orthodontia	
D8080	Comprehensive orthodontic treatment of the adolescent dentition Handicapping malocclusion
D8080	Comprehensive orthodontic treatment of the adolescent dentition cleft palate - primary dentition
D8080	Comprehensive orthodontic treatment of the adolescent dentition cleft palate - mixed dentition
D8080	Comprehensive orthodontic treatment of the adolescent dentition cleft palate - permanent dentition
D8080	Comprehensive orthodontic treatment of the adolescent dentition facial growth management - primary dentition
D8080	Comprehensive orthodontic treatment of the adolescent dentition facial growth management - mixed dentition
D8080	Comprehensive orthodontic treatment of the adolescent dentition facial growth management - permanent dentition
D8210	Removable appliance therapy
D8220	Fixed appliance therapy
D8660	Pre-orthodontic treatment visit
D8670	Periodic orthodontic treatment visit (as part of contract) Handi-capping malocclusion
D8670	Periodic orthodontic treatment visit (as part of contract) cleft palate - primary dentition
D8670	Periodic orthodontic treatment visit (as part of contract) cleft palate - mixed dentition

D8670	Periodic orthodontic treatment visit (as part of contract) cleft palate - permanent dentition
D8670	Periodic orthodontic treatment visit (as part of contract) facial growth management - primary dentition
D8670	Periodic orthodontic treatment visit (as part of contract) facial growth management - mixed dentition
D8670	Periodic orthodontic treatment visit (as part of contract) facial growth management - permanent dentition
D8680	Orthodontic retention (removal of appliances, construction and placement of retainer(s))
D8691	Repair of orthodontic appliance
D8692	Replacement of lost or broken retainer
D8693	Rebonding or recementing: and/or repair, as required, of fixed retainers
D8694	Repair of fixed retainers, includes reattachment
D8999	Unspecified orthodontic procedure, by report
Adjunctives	
D9110	Palliative (emergency) treatment of dental pain - minor procedure
D9120	Fixed partial denture sectioning
D9210	Local anesthesia not in conjunction with operative or surgical procedures
D9211	Regional block anesthesia
D9212	Trigeminal division block anesthesia
D9215	Local anesthesia in conjunction with operative or surgical procedures
D9223	Deep sedation/general anesthesia - each 15 minute increment
D9230	Inhalation of nitrous oxide/anxiolysis analgesia
D9243	Intravenous moderate (conscious) sedation/analgesia - each 15 minute increment
D9248	Non-intravenous conscious sedation
D9310	Consultation diagnostic service provided by dentist or physician other than requesting dentist or physician
D9311	Consultation with a medical health professional
D9410	House/Extended care facility call
D9420	Hospital or ambulatory surgical center call
D9430	Office visit for observation (during regularly scheduled hours) - no other services performed
D9440	Office visit - after regularly scheduled hours
D9610	Therapeutic parenteral drug, single administration
D9612	Therapeutic parenteral drug, two or more administrations, different medications
D9910	Application of desensitizing medicament
D9930	Treatment of complications (post-surgical) - unusual circumstances, by report
D9950	Occlusion analysis - mounted case
D9951	Occlusal adjustment - limited
D9952	Occlusal adjustment - complete
D9999	Unspecified adjunctive procedure, by report

Pediatric Dental Exclusions and Limitations:

Periodic Oral Evaluations
Periodic oral evaluations are limited to 1 every 6 months.

Prophylaxis
Prophylaxis services (cleanings) are limited to 1 every 6 months.

Fluoride treatment
Fluoride treatment is covered once 1 every 6 months.

Intraoral radiographic images
Intraoral - complete series of radiographic images are limited to once every 24 months.

Intraoral - occlusal radiographic image are limited to 2 every 6 months.

Bitewing x-rays
Bitewing x-rays in conjunction with periodic examinations are limited to one series of 4 films in any 6-month period. Isolated bitewing or periapical films are allowed on an emergency or episodic basis.

Full mouth x-rays
Full mouth x-rays in conjunction with periodic examinations are limited to once every 24 months.

Panoramic film x-rays
Panoramic film x-rays are limited to once every 24 months.

Dental Sealant
Dental sealant treatments are limited to the first, second and third permanent molars that occupy the second molar position.

Replacement of a restoration
Replacement of a restoration is covered only when it is defective, as evidenced by conditions such a recurrent caries or fracture, and replacement is Medically Necessary.

Crowns
Prefabricated Crowns - primary teeth are covered once every 12 months.

Prefabricated Crowns - permanent teeth are covered once every 36 months.

Replacement prefabricated crowns necessary in primary teeth within the first 12 months and permanent teeth within the first 36 months are covered.

Only acrylic crowns and stainless crowns are benefit for children under 12 years of age. If other types of crowns are chosen the Covered Person will pay the difference in cost for children under 12 years of age. The covered dental benefit level will be that of an acrylic crown.

Gingivectomy or gingivoplasty and osseous surgery
Gingivectomy or gingivoplasty and osseous surgery are limited to once per quadrant every 36 months.

Periodontics (other than Maintenance)
Periodontal scaling and root planning, and subgingival curettage are limited to once per quadrant every 24 months.

Periodontal Maintenance
Periodontal maintenance is covered once every 12 months per quadrant.

Fixed bridgework
Fixed bridges will be used only when a partial cannot satisfactorily restore the case. If fixed bridges are used when a partial could satisfactorily restore the case, it is considered optional treatment (that is, it is an upgrade) and HNL will only pay for the partial; the Covered Person is responsible for the difference in cost to upgrade to a fixed bridge. A fixed bridge is covered once in a 5 year period when it is necessary to replace a missing permanent anterior tooth. Fixed bridges used to replace missing posterior teeth are considered optional (that is, it is an upgrade) when the abutment teeth are dentally sound and would be crowned only for the purpose of supporting a pontic. HNL will only pay for the partial; the Covered Person is responsible for the difference in cost to upgrade to a fixed bridge.

Fixed bridges are optional (that is, it is an upgrade) when provided in connection with a partial denture on the same arch. HNL will only pay for the partial; the Covered Person is responsible for the difference in cost to upgrade to a fixed bridge. Replacement of an existing fixed bridge is covered only when it cannot be made satisfactory by repair. The benefit allows up to five units of crown or bridgework per arch. Upon the sixth unit, the treatment is considered full mouth reconstruction, which is optional treatment (that is, it is an upgrade). HNL will only pay for the partial; the Covered Person is responsible for the difference in cost to upgrade to a fixed bridge. Fixed bridges are also covered when medical conditions or employment preclude the use of a removable partial denture.

Replacement of existing bridgework is covered only when it cannot be made satisfactory by repair. Also covered one in a 5-year period when medical conditions or employment preclude the use of a removable partial denture.

Full upper and/or lower dentures
Full upper and/or lower dentures are not to be replaced within 36 consecutive months unless the existing denture is unsatisfactory and cannot be made satisfactory by reline or repair. The covered dental benefit for complete dentures will be limited to the benefit level for a standard procedure. It a more personalized or specialized treatment is chosen by the patient and the dentist, the patient will be responsible for all additional charges.

Relines and tissue conditioning
Office or laboratory relines covered six months after the date of service for immediate dentures an immediate overdenture and cast metal partial dentures that required extractions.

Office or laboratory relines covered 12 months after the date of service for complete dentures, a complete (remote) overdenture and cast metal partial dentures that do not require extractions.

Tissue conditioning is limited to two per denture.

Medically Necessary Orthodontia:

Benefits for Medically Necessary comprehensive orthodontic treatment must be for a member who has one of the medical conditions handicapping malocclusion, cleft palate and facial growth management cases. Orthodontic care is covered when Medically Necessary to prevent disease and promote oral health, restore oral structures to health and function, and treat emergency conditions.

a. Only those cases with permanent dentition shall be considered for Medically Necessary handicapping malocclusion, unless the patient is age 13 or older with primary teeth remaining. Cleft palate and craniofacial anomaly cases are a benefit for primary, mixed and permanent dentitions. Craniofacial anomalies are treated using facial growth management.

b. All necessary procedures that may affect orthodontic treatment shall be completed before orthodontic treatment is considered.

c. Orthodontic procedures are a benefit only when the diagnostic casts verify a minimum score of 26 points on the Handicapping Labio-Lingual Deviation (HLD) Index California Modification Score Sheet Form, DC016 (06/09) or one of the six automatic qualifying conditions below exist or when there is written documentation of a craniofacial anomaly from a credentialed specialist on their professional letterhead.

d. The automatic qualifying conditions are:

    i. Cleft palate deformity. If the cleft palate is not visible on the diagnostic casts written documentation from a credentialed specialist shall be submitted, on their professional letterhead, with the prior authorization request,

    ii. Craniofacial anomaly. Written documentation from a credentialed specialist shall be submitted, on their professional letterhead, with the prior authorization request,

    iii. A deep impinging overbite in which the lower incisors are destroying the soft tissue of the palate,

    iv. A crossbite of individual anterior teeth causing destruction of soft tissue,

    v. An overjet greater than 9 mm or reverse overjet greater than 3.5 mm,

vi. A severe traumatic deviation (such as loss of a premaxilla segment by burns, accident or osteomyelitis or other gross pathology). Written documentation of the trauma or pathology shall be submitted with the prior authorization request.

If a Covered Person does not score 26 or above on the HLD Index nor meets one of the six automatic qualifying conditions, the Covered Person may be eligible for an exception if Medical Necessity is documented.

Adjunctive Services:

Adjunctive services, including anesthesia, professional visits and consults, behavior management, post-surgical complications, and occlusal guards, are covered:

a. Palliative treatment (relief of pain).

b. Palliative (emergency) treatment, for treatment of dental pain, limited to once per day, per Covered Person.

c. House/extended care facility calls, once per Covered Person per date of service.

d. One hospital or ambulatory surgical center call per day per provider per member.

e. The following anesthesia services are covered in conjunction with oral surgery, as well as for other purposes when Medically Necessary:

   i. D9223 - deep sedation/general anesthesia, each 15 minute increment

   ii. D9243 - intravenous moderate (conscious) sedation/analgesia - each 15 minute increment

   iii. D9248 - non-intravenous conscious sedation

   iv. D9230 - inhalation of nitrous oxide/analgesia, anxiolysis

f. Occlusal guards when Medically Necessary, for Covered Persons from 12 to 19 years of age when Covered Persons has permanent dentition.

Pediatric Dental Exclusions

The exclusions and limitations in the "Medical Services and Supplies" portion of this section also apply to dental benefits.

IMPORTANT: If you opt to receive dental services that are not covered services under this *Policy*, a participating dental provider may charge you his or her usual and customary rate for those services. Prior to providing a patient with dental services that are not a covered benefit, the dentist should provide to the patient a treatment plan that includes each anticipated service to be provided and the estimated cost of each service. If you would like more information about dental coverage options, you may call member services at **(866) 249-2382** or your insurance broker. To fully understand your coverage, you may wish to carefully review this *Policy*.

1. Services which, in the opinion of the attending dentist, are not necessary to the Covered Person's dental health.

2. Cosmetic dental care.

3. Experimental procedures or investigational services, including any treatment, therapy, procedure or drug or drug usage, facility or facility usage, equipment or equipment usage, device or devices usage, or supply which is not recognized as being in accordance with generally accepted professional standards or for which the safety and efficiency have not been determined for use in the treatment for which the item in service in question is recommended or prescribed. Denial of Experimental procedures or Investigational services is subject to Independent Medical Review (please refer to the "Independent Medical Review of Investigational or Experimental Therapies" portion of the "Specific Provisions" section for more information).

4. Services that were provided without cost to the Covered Person by State government or an agency thereof, or any municipality, county or other subdivisions.

5. Hospital charges of any kind.

6. Dental expenses incurred in connection with any dental procedures started after termination of coverage or prior to the date the Covered Person becomes eligible for such services.
7. Dispensing of drugs not normally supplied in a dental office.
8. The cost of precious metals used in any form of dental benefits.
9. Dental Services that are received in an Emergency Care setting for conditions that are not emergencies if the Policyholder reasonably should have known that an Emergency Care situation did not exist.
10. Services from a non-Network provider.

Claims for Pediatric Dental Services

Dental services received from an Out-of-Network Provider are not covered. When obtaining Dental Services from a non-Network provider, you will be required to pay all billed charges directly to your Dental Provider.

Complaint Procedures

If you disagree with a determination by HNL, you can appeal the determination. The complaint and appeals process, including independent medical review from the California Department of Insurance, is described in the "Grievance and Appeals Process" and "Independent Medical Review of Grievances Involving a Disputed Health Care Service" sections of this *Policy*. You may also call HNL at the telephone number on your ID card.

Complaint Resolution

If you have a concern or question regarding the provision of Dental Services or benefits under the *Policy*, you should contact the Company's customer service department at the telephone number shown on your ID card. Customer service representatives are available to take your call during regular business hours, Monday through Friday. At other times, you may leave a message on voicemail. A customer service representative will return your call. If you would rather send your concern to us in writing at this point, the Company's authorized representative can provide you with the appropriate address.

If the customer service representative cannot resolve the issue to your satisfaction over the phone, he or she can provide you with the appropriate address to submit a written complaint. We will notify you of our decision regarding your complaint within 30 days of receiving it.

If you disagree with our decision after having submitted a written complaint, you can ask us in writing to formally reconsider your complaint. If your complaint relates to a claim for payment, your request should include:

- The patient's name and the identification number from the ID card
- The date(s) of service(s)
- The provider's name
- The reason you believe the claim should be paid
- Any new information to support your request for claim payment

We will notify you of our decision regarding our reconsideration of your complaint within 60 days of receiving it. If you are not satisfied with our decision, you have the right to take your complaint to the California Department of Insurance.

Complaint Hearing

If you request a hearing, we will appoint a committee to resolve or recommend the resolution of your complaint. If your complaint is related to clinical matters, the Company may consult with, or seek the participation of, medical and/or dental experts as part of the complaint resolution process.

The committee will advise you of the date and place of your complaint hearing. The hearing will be held within 60 days following receipt of your request by the Company, at which time the committee will review testimony, explanation or other information that it decides is necessary for a fair review of the complaint.

We will send you written notification of the committee's decision within 30 days of the conclusion of the hearing. If you are not satisfied with our decision, you have the right to take your complaint to the California Department of Insurance.

Exceptions for Emergency Situations

Your complaint requires immediate actions when your Dentist judges that a delay in treatment would significantly increase the risk to your health. In these urgent situations:

- The appeal does not need to be submitted in writing. You or your Dentist should call us as soon as possible.
- We will notify you of the decision by the end of the next business day after your complaint is received, unless more information is needed.
- If we need more information from your Dentist to make a decision, we will notify you of the decision by the end of the next business day following receipt of the required information.

The complaint process for urgent situations does not apply to prescheduled treatments or procedures that are not urgent situations.

If you are not satisfied with our decision, you have the right to take your complaint to the California Department of Insurance.

Pediatric Vision Services

The services and supplies described in this section are covered when provided by a Participating Vision Provider. The amount covered may vary based on the type of provider used and on the type of Eyewear obtained.

Pediatric vision services are covered until the last day of the month in which the individual turns nineteen years of age.

The following services and supplies are covered under this *Policy*, subject to all provisions of this *Policy:*

Examination: Routine optometric or ophthalmic vision examinations (including refractions) by a licensed Optometrist or Ophthalmologist, for the diagnosis and correction of vision, up to the maximum number of visits stated in the "Schedule of Benefits" section.

Frame: One Frame for Eyeglasses, up to the maximum number described in the "Schedule of Benefits" section.

Eyeglass Lenses: Eyeglass Lenses subject to the benefit maximums described in the "Schedule of Benefits" section.

Cosmetic Contact Lenses: When Contact Lenses are chosen for nonmedical or cosmetic reasons, the Lenses are payable only as a replacement of benefits for other Eyewear.

Medically Necessary Contact Lenses: Contact Lenses may be Medically Necessary and appropriate in the treatment of patients affected by certain conditions. In general, Contact Lenses may be Medically Necessary and appropriate when the use of Contact Lenses, in lieu of eyeglasses, will result in significantly better visual and/or improved binocular function, including avoidance of diplopia or suppression.

Contact Lenses may be Medically Necessary for the treatment of conditions, including, but not limited to: keratoconus, pathological myopia, aphakia, anisometropia, aniridia, corneal disorders, post-traumatic disorders and irregular astigmatism.

Medically Necessary Contact Lenses are dispensed in lieu of other eyewear. Participating providers will obtain the necessary pre-authorization for these services.

Subnormal or Low Vision Services and Aids: HNL covers one comprehensive low vision evaluation every 5 years; low vision aids, including high-power spectacles, magnifiers or telescopes (limited to one aid per year) and follow-up care (limited to 4 visits every 5 years).

Notice and Proof of Claim and Claim Forms: Claims for pediatric vision services should be submitted by the Participating Vision Provider, however, if the Covered Person needs to submit a claim, written notice of a claim must be given to HNL within 90 days after the occurrence or commencement of any covered loss, or as soon thereafter as reasonably possible. Notice may be given to HNL of a vision claim at P.O. Box 8504, Mason, OH 45040-7111.

Upon enrollment HNL will furnish the Covered Person with HNL's usual forms for filing proof of loss. If HNL does not furnish the Covered Person with the usual form, the Covered Person can comply with the requirements for furnishing proof of loss by submitting written proof within the 90 day period stipulated above. Such written proof must cover the occurrence, the character and the extent of the loss.

The Covered Person must submit proof of loss for Covered Services provided by a Provider.

Written notice of claim or proof of loss must be submitted no later than one year after the occurrence.

HNL's Vision Claim address is:
Health Net Vision/Claims
P.O. Box 8504
Mason, OH 45040-7111

Covered Persons are required to submit to HNL in writing an itemized statement of the charges incurred by the Covered Person, along with a completed claim form, to request reimbursement. Claim forms can be obtained by calling HNL Customer Contact Center. HNL will furnish the Covered Person a claim form within 15 days of the Covered Person's request. If HNL does not furnish the claim form within 15 days, the Covered Person shall be deemed to have complied with the requirements of this *Policy* as to proof of loss upon submitting, within the time fixed in this *Policy* for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. Pharmacy claims do not require a completed claim form, but must have an original receipt for the prescription with the patient's name and must be in English and in U.S. currency.

Proof of payment must accompany the request for reimbursement. Covered Person requests for reimbursement must be forwarded to HNL within 90 days of the date Covered Services were received. If it is not reasonably possible for a Covered Person to submit proof of payment at the time the request for reimbursement is made, proof of payment must be submitted to HNL as soon thereafter as is reasonably possible. Failure to provide proof of loss within the required time does not invalidate the claim if it was filed as soon as reasonably possible.

Payment of Claims
Benefits will be paid directly to the Covered Person, unless otherwise directed by the Covered Person, for Covered Services.

GENERAL EXCLUSIONS AND LIMITATIONS

No payment will be made under this *Policy* for expenses incurred for any of the items below, regardless as to whether the Covered Person utilized the services of a Preferred Provider or Out-of-Network Provider. Also, services or supplies that are excluded from coverage in the *Policy*, exceed *Policy* limitations, or are follow-up care (or related to follow-up care) to *Policy* limitations, will not be covered.

A. NOT MEDICALLY NECESSARY: Services or supplies that are not Medically Necessary, as defined in the "Definitions" section. However, the *Policy* does cover Preventive Care Services, voluntary family planning services and Medically Necessary services for medical conditions directly related to non-covered services when complications exceed routine follow-up care (such as life-threatening complications of cosmetic surgery).

B. OUT-OF-NETWORK PROVIDERS: Except for Emergency Care and Urgent Care, services or supplies furnished by providers who are not Participating Providers, as defined herein, are not covered.

C. CLINICAL TRIALS: Although clinical trials are covered, as described in the "Medical Benefits" portion of the "Plan Benefits" section of this *Policy*, coverage for clinical trials does not include the following items:

- Drugs or devices that are not approved by the FDA;
- Services other than health care services, including but not limited to cost of travel, or costs of other non-clinical expenses;
- Services provided to satisfy data collection and analysis needs which are not used for clinical management;
- Health care services that are specifically excluded from coverage under this Policy; and
- Items and services provided free of charge by the research sponsors to Covered Persons in the trial.

D. COSMETIC SERVICES AND SUPPLIES

Cosmetic surgery or services and supplies performed to alter or reshape normal structures of the body solely to improve the physical appearance of a Covered Person are not covered. However, the *Policy* does cover Medically Necessary services and supplies for complications which exceed routine follow-up care that is directly related to cosmetic surgery (such as life-threatening complications). In addition, hair transplantation, hair analysis, hairpieces and wigs, cranial/hair prostheses, chemical face peels, abrasive procedures of the skin, liposuction, or epilation are not covered.

However, when reconstructive surgery is performed to correct or repair abnormal structures of the body caused by, congenital defects, developmental abnormalities, trauma, infection, tumors, or disease, and such surgery does either of the following:

- Improve function, or
- Create a normal appearance to the extent possible,

Then, reconstructive surgery is covered.

In addition, when a Medically Necessary mastectomy (including lumpectomy) has been performed, the following are covered:

- Breast reconstructive surgery; and
- Surgery performed on either breast to achieve or restore symmetry (balanced proportions) in the breasts.

Breast reconstruction surgery and dental or orthodontic services for cleft palate procedures will be subject to the Certification requirements described in the "Certification Requirements" section. However, Hospital stays related to mastectomies and lymph node dissections will be determined solely by the Physician and Certification for determining the length of stay will not be required.

E. DENTAL SERVICES: Except as specifically stated elsewhere in this *Policy* dental services are limited to the services stated in "Dental Injury" under the "Medical Benefits" section of this *Policy* and in the following situations:

- General anesthesia and associated facility services are covered when the clinical status or underlying medical condition of the Covered Person requires that an ordinarily non-covered dental service which would normally be treated in a dentist's office and without general anesthesia must instead be treated in a Hospital or Outpatient Surgical Center. Such services, including general anesthesia and associated facility services, must be Medically Necessary and subject to the other limitations and exclusions of this *Policy* and will be covered for Covered Persons under any of the following circumstances (a) Covered Person s who are under seven years of age, (b) developmentally disabled or (c) whose health is compromised and general anesthesia is Medically Necessary.
- Medically Necessary dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures. Cleft palate includes cleft palate, cleft lip or other craniofacial anomalies associated with cleft palate.
- Dental evaluation, X-rays, fluoride treatment, and extractions necessary to prepare your jaw for radiation therapy of cancer in your head or neck.

The following services are not covered under any circumstances for Covered Persons age 19 and over, except as described above for Medically Necessary dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures.

- Care or treatment of teeth and supporting structures; extraction of teeth; treatment of dental abscess or granuloma; dental examinations and treatment of gingival tissues other than tumors are not covered, except as stated above.
- Spot grinding, restorative or mechanical devices, orthodontics, inlays or onlays, crowns, bridgework, active splints or Orthotics (whether custom fit or not), dental implants (materials implanted into or on bone or soft tissue), or other dental appliances, and related surgeries to treat dental conditions, including conditions related to temporomandibular (jaw) joint (TMD/TMJ) disorders, are not covered. However, custom made oral appliances (intra-oral splint or occlusal splint) and surgical procedures to correct TMD/TMJ disorders are covered if they are Medically Necessary, as described in the “Temporomandibular (Jaw) Joint Disorders” provision of this section.

F. TEMPOROMANDIBULAR (JAW) JOINT DISORDERS: Temporomandibular Joint Disorder (also known as TMD or TMJ disorder) is a condition of the jaw joint, tinnitus which commonly causes headaches, tenderness of the jaw muscles, or dull aching facial pain. These symptoms often result when chewing muscles and jaw joints do not work together correctly. Custom-made oral appliances (intra-oral splint or occlusal splint) and surgical procedures to correct a TMD/TMJ disorder are covered when Medically Necessary and require Certification. However, spot grinding, restorative or mechanical devices, orthodontics, inlays or onlays, crowns, bridgework, dental splints, dental implants and other dental appliances to treat dental conditions related to TMD/TMJ disorders are not covered for Covered Persons age 19 and over, as stated in the “Dental Services” provision of this section.

G. SURGERY AND RELATED SERVICES (OFTEN REFERRED TO AS "ORTHOGNATHIC SURGERY" OR "MAXILLARY AND MANDIBULAR OSTEOTOMY") for the purpose of correcting the malposition or improper development of the bones of the upper or lower jaw or associated bone joints, except when such procedures are Medically Necessary. However, spot grinding, restorative or mechanical devices, orthodontics, inlays or onlays, crowns, bridgework, dental splints (whether custom fit or not), dental implants and other dental appliances are not covered for Covered Persons age 19 and over under any circumstances.

H. DIETARY OR NUTRITIONAL SUPPLEMENTS: Dietary, nutritional supplements and specialized formulas are not covered except when prescribed for the treatment of Phenylketonuria (PKU) (see the "Phenylketonuria (PKU)" provision in the "Medical Benefits" section). However, amino acid-modified products, elemental dietary enteral formula and parenteral nutrition solutions are covered.

I. REFRACTIVE EYE SURGERY: For Covered Persons age 19 and over, any eye surgery for the purpose of correcting refractive defects of the eye, such as nearsightedness (myopia), farsightedness (hyperopia) and astigmatism, unless Medically Necessary, recommended by the Covered Person's treating Physician and authorized by Us.

J. RECONSTRUCTION OF PRIOR SURGICAL STERILIZATION PROCEDURES: Services to reverse voluntary surgically induced infertility.

K. CONCEPTION BY MEDICAL PROCEDURE: Services or supplies that are intended to impregnate a woman are not covered. Excluded procedures include, but are not limited to:

- In-vitro fertilization (IVF), gamete intrafallopian transfer (GIFT), artificial insemination, zygote intrafallopian transfer (ZIFT), or any other process that involves the harvesting, transplanting or manipulating of a human ovum. Also not covered are services and supplies (including injections and injectable medications) which prepare the Covered Person to receive these services.
- Collection, storage or purchase of sperm or ova.
- Services and supplies for the purpose of diagnosing the cause of infertility.

L. FERTILITY PRESERVATION: Fertility preservation treatments are covered. However, the following services and supplies are not covered:

- Gamete or embryo storage
- Use of frozen gametes or embryos to achieve future conception
- Pre-implantation genetic diagnosis
- Donor eggs, sperm or embryos
- Gestational carriers (surrogates)

M. PRENATAL GENETIC TESTING AND DIAGNOSTIC PROCEDURES: Prenatal genetic testing is covered for specific genetic disorders for which genetic counseling is available when Medically Necessary. The prescribing Physician must request prior authorization for coverage. Genetic testing will not be covered for non-medical reasons or when a Covered Person has no medical indication or family history of a genetic abnormality.

N. EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES: Experimental or Investigational drugs, devices, procedures or other therapies are only covered when:

- Independent review deems them appropriate (as described in the "Independent Medical Review of Investigational or Experimental Therapies" portion of the "Specific Provisions" section for more information);
- Clinical trials for patients with cancer or life-threatening diseases of conditions are deemed appropriate according to the "Medical Benefits" section.

In addition, benefit will also be provided for services and supplies to treat medical complications caused by Experimental or Investigational services or supplies.

Certification may be required. Please refer to the "Certification Requirements" section for details. Payment of benefits will be subject to the noncertification penalty as shown in the "Schedule of Benefits" if Certification is required but not obtained.

O. ROUTINE PHYSICAL EXAMINATIONS: Routine physical examinations taken to obtain or maintain employment or participate in employee programs; for insurance or licensing' or on a court order or as required by parole or probation. However, routine physical examinations that are Preventive Care Services are covered.

P. IMMUNIZATIONS OR INOCULATIONS: Except for Preventive Care Services, this plan does not cover immunizations and injections for foreign travel or occupational purposes.

Q. CUSTODIAL OR DOMICILIARY CARE: This *Policy* does not cover assistance with activities of daily living (for example, walking, getting in and out of bed, bathing, dressing, feeding, toileting, and taking medicine) for which facilities or services of a general acute Hospital are not medically required. Furthermore, Custodial or Domiciliary Care in Residential Treatment Centers is not covered. This exclusion does not apply to assistance with activities of daily living that is provided as part of Covered Hospice, Skilled Nursing Facility, Home Health Care Services or inpatient Hospital care.

R. NON-ELIGIBLE HOSPITAL CONFINEMENTS: Inpatient room and board charges in conjunction with a Hospital, Hospice or Skilled Nursing Facility stay not meeting Medical Necessity and/or primarily for environmental change, personal convenience or custodial in nature are not covered. However, Hospice respite care is covered.

S. NON-ELIGIBLE INSTITUTIONS: Any services or supplies furnished by a non-eligible institution, which is other than a legally operated Hospital, Hospice or Medicare-approved Skilled Nursing Facility, Residential Treatment Center or which is primarily a place for the aged, a nursing home or any similar institution, regardless of how designated. This exclusion does not apply to services required for Severe Mental Illness, Serious Emotional Disturbances of a Child, autism or pervasive developmental disorder.

T. PRIVATE ROOMS: Except where Medically Necessary, expenses in excess of a Hospital's (or other Inpatient facility's) most common semi-private room rate.

U. INFERTILITY: Services to diagnose, evaluate or treat infertility are not covered.

V. PRIVATE DUTY NURSING: Inpatient and outpatient services (including incremental nursing) provided by a private duty nurse, except as Medically Necessary and not in excess of the visit maximum for Home Health Care Services. Private Duty Nursing means continuous nursing services provided by a licensed nurse (RN, LVN or LPN) for a patient who requires more care than is normally available during a home health care visit or is normally and routinely provided by the nursing staff of a Hospital or Skilled Nursing Facility. Private Duty Nursing includes nursing services (including intermittent services separated in time, such as 2 hours in the morning and 2 hours in the evening) that exceeds a total of six hours in any 24-hour period. Private Duty Nursing may be provided in an Inpatient or outpatient setting, or in a non-institutional setting, such as at home or at school. Private Duty Nursing may also be referred to as "shift care" and includes any portion of shift care services.

W. NONCOVERED ITEMS: Any expenses related to the following items, whether authorized by a Physician or not:

- Alteration of the Covered Person's residence, to accommodate the Covered Person’s physical or medical condition, including the installation of elevators.
- Disposable supplies for home use, however, ostomy and urological supplies, items for Home Health Care, Hospice Care items including incontinence supplies, and equipment for the management of diabetes are covered. In addition, disposable devices that are Medically Necessary for the administration of a covered outpatient Prescription Drug, such as spacers and inhalers for the administration of aerosol outpatient prescription drugs, and syringes for self-injectable outpatient Prescription Drugs that are not dispensed in pre-filled syringes are covered.
- Exercise equipment, including treadmills and charges for activities or facilities normally intended or used for physical fitness.
- Hygienic equipment, Jacuzzis and spas.
- Surgical dressings are limited to primary dressings, i.e., a therapeutic and protective covering applied directly to lesions either on the skin or opening to the skin required as a result of a surgical procedure performed by a Physician. In addition, Medically Necessary non-primary surgical dressings are covered.
- For Covered Persons age 19 and over, orthodontic appliances to treat dental conditions related to the treatment of the temporomandibular (jaw) joint (also known as TMD or TMJ disorders).
- Support appliances such as stockings, over the counter support devices or Orthotics, and devices or Orthotics for improving athletic performance or sports-related activities. However, Medically Necessary compression burn garments and lymphedema wraps, light compression bandages, manual compression bandages and moderate compression bandages are covered.

- Orthotics and Corrective Footwear, except as described in the "Durable Medical Equipment" and "Diabetic Equipment" provisions of the "Medical Benefits" section.
- Other Orthotics, including Corrective Footwear, not mentioned above, that are not Medically Necessary and custom made for the Covered Person. Corrective Footwear must also be permanently attached to an Orthotic device meeting coverage requirements under this *Policy*.
- Durable Medical Equipment received and/or obtained from a noncontracting vendor, except when provided, used or administered during a Medically Necessary inpatient or outpatient visit.
- Durable Medical Equipment not prescribed by a Physician.
- Personal or comfort items.
- Air purifiers, air conditioners and humidifiers.
- Hearing aids except for implanted hearing aids.
- Food supplements (except as specifically stated in the "Outpatient Infusion Therapy" " and the “Phenylketonuria (PKU)” provisions of the "Medical Benefits" section of this *Policy*).
- Educational services or nutritional counseling, except as specifically provided in the "Patient Education", “Mental Health, Behavioral Health or Substance Abuse Needs” or "Outpatient Infusion Therapy" provisions of the "Medical Benefits" section.

X. TREATMENT OF OBESITY: Treatment or surgery for obesity, weight reduction or weight control, except as specifically stated in the "Medical Benefits" section and when provided for morbid obesity or as a Preventive Care Service.

Y. MEDICARE: All benefits provided under this *Policy* shall be reduced by any amounts to which a Covered Person is entitled under the program commonly referred to as Medicare when federal law permits Medicare to pay before an individual health plan.

Z. EXPENSES BEFORE COVERAGE BEGINS: Services received before the Covered Person’s Effective Date.

AA. EXPENSES AFTER TERMINATION OF COVERAGE: Services received after midnight on the effective date of cancellation of coverage under this *Policy* ends, regardless of when the illness, disease, injury or course of treatment began.

BB. SERVICES FOR WHICH THE COVERED PERSON IS NOT LEGALLY OBLIGATED TO PAY: Services for which no charge is made to the Covered Person in the absence of insurance coverage, except services received at a charitable research Hospital which is not operated by a governmental agency.

CC. PHYSICIAN SELF-TREATMENT: Self-treatment rendered in a non-emergency (including, but not limited to, prescribed services, supplies and drugs). Physician self-treatment occurs when Physicians provide their own medical services, including prescribing their own medication, ordering their own laboratory test and self-referring for their own services. Claims for emergency self-treatment are subject to review by HNL.

DD. SERVICES PROVIDED BY IMMEDIATE FAMILY MEMBERS: Professional services or provider referrals (including, but not limited to, prescribed services, supplies and drugs) received from a person who lives in the Covered Person’s home or who is related to the Covered Person by blood, marriage or domestic partnership. Covered Persons who receive routine or ongoing care from a Covered Person of their immediate family may be reassigned to another Physician.

EE. ROUTINE FOOT CARE: This *Policy* does not cover services for treatment of corns, calluses and cutting of nails, unless prescribed for the treatment of diabetes or if the routine foot care is Medically Necessary.

FF. CRIME: Conditions caused by the Covered Person’s commission (or attempted commission) of a felony unless the condition was an injury resulting from an act of domestic violence or an injury resulting from a medical condition.

GG. NUCLEAR ENERGY: Conditions caused by release of nuclear energy, when government coverage is in effect.

HH. GOVERNMENTAL AGENCIES: Any services provided by or for which payment is made by, a local, state or federal government agency. This limitation does not apply to Medi-Cal, Medicaid or Medicare.

II. SURROGATE PREGNANCY: This *Policy* covers services for a surrogate pregnancy only when the surrogate is an HNL Covered Person. When compensation is obtained for the surrogacy, HNL shall have a lien on such compensation to recover its medical expense. A surrogate pregnancy is one in which a woman has agreed to become pregnant with the intention of surrendering custody of the child to another person. The benefits that are payable under this provision are subject to HNL's right to recovery as described in "Recovery of Benefits Paid by HNL Under A Surrogate Parenting Agreement" in the "Specific Provisions" section of this *Policy.*

JJ. CHIROPRACTIC SERVICES: Expenses related to chiropractic adjustments, manipulations and therapy.

KK. FOREIGN TRAVEL OR WORK ASSIGNMENT: If the Covered Person receives services or obtains supplies in a foreign country, benefits will be payable for Emergency Care and Urgent Care only.

LL. HOME BIRTH: A birth which takes place at home will be covered when the criteria for Emergency Care, as defined in this *Policy*, have been met.

MM. EDUCATIONAL AND EMPLOYMENT SERVICES: Except for Medically Necessary services related to behavioral health treatment are covered as shown in the "Medical Benefits" section, all other services related to educational and professional purposes are not covered. Examples of excluded services include education and training for non-medical purposes such as:

- Vocational rehabilitation.
- Employment counseling, training or educational therapy for learning disabilities.
- Investigations required for employment.
- Education for obtaining or maintaining employment, or for professional certification.
- Education for personal or professional growth, development or training.
- Academic education during residential treatment.
- Behavioral training

However, services related to behavioral health treatment for pervasive development disorder or autism are covered as shown in the "Medical Benefits" section.

NN. NONCOVERED TREATMENTS: The following types of treatment are only covered when Medically Necessary or when provided in connection with covered treatment for a Mental Disorder or Chemical Dependency:

- Treatment for co-dependency.
- Treatment for psychological stress.
- Treatment of marital or family dysfunction.

In addition treatment by providers who are not within licensing categories that are recognized by HNL as providing Covered Services in accordance with applicable medical community standards is not covered.

OO. NONLICENSED PROVIDER: Treatments or services rendered by health care providers who are required to be, but who are not, licensed by the state where they practice to provide the treatments or services. Treatment or services for which the provider of services is not required to be licensed are also excluded from coverage. This includes treatment or services from a nonlicensed provider under the supervision of a licensed Physician, except as specifically provided for or arranged by HNL. This exclusion does not apply to the Medically Necessary treatment of pervasive developmental disorder or autism, to the extent stated in this *Policy.*

PP. NONSTANDARD THERAPIES: Services that do not meet national standards for professional medical or mental health practice, including, but not limited to, Erhard/The Forum, primal therapy, bioenergetic therapy, sleep therapy, biofeedback (except for certain physical disorders, such as incontinence and chronic pain, and as otherwise preauthorized under this *Policy*), hypnotherapy, crystal healing therapy, yoga, hiking, rock climbing, and any other type of sports activity are not covered.

QQ. PSYCHOLOGICAL TESTING: Psychological testing is only covered, when ordered by a licensed mental health professional and is Medically Necessary to diagnose a Mental Disorder for purposes of developing a mental health treatment plan or when Medically Necessary to treat a Mental Disorder or condition of Chemical Dependency.

RR. RESIDENTIAL TREATMENT CENTER: Admissions that are not considered medically appropriate and are not covered include admissions for wilderness center training; for Custodial Care, for a situational or environmental change; or as an alternative to placement in a foster home or halfway house.

SS. TREATMENT RELATED TO JUDICIAL OR ADMINISTRATIVE PROCEEDINGS: Medical, mental health care or Chemical Dependency services as a condition of parole or probation, and court-ordered treatment and testing are limited to Medically Necessary covered services.

TT. PEDIATRIC VISION SERVICES: The following items are excluded when obtained while receiving Pediatric Vision Services:

1. Orthoptic or vision training;
2. Medical and/or surgical treatment of the eye, eyes or supporting structures; however, this is covered under the medical benefit;
3. Any eye or vision examination, or any corrective eyewear required as a condition of employment; safety eyewear
4. Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
5. Plano (non-prescription) lenses and/or contact lenses;
6. Non-prescription sunglasses;
7. Two pair of glasses in lieu of bifocals;
8. Services rendered after the date an Insured Person ceases to be covered under the *Policy*, except when Vision Materials ordered before coverage ended are delivered,
9. Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

UU. PEDIATRIC DENTAL SERVICES: Refer to the "Pediatric Dental Services" portion of the "Medical Benefits" section of this *Policy* for the dental exclusions and limitations.

VV. SOBER LIVING. Expenses related to a stay at a sober living facility. This exclusion does not apply to licensed Residential Treatment Centers.

CERTIFICATION REQUIREMENTS

Some of the Covered Expenses under this plan are subject to a requirement of Certification or the noncertification penalty shown in the "Schedule of Benefits" section will apply.

All Certifications are performed by HNL or an authorized designee.

Certification is NOT a determination of benefits. Some of these services or supplies may not be covered under Your Plan. Even if a service or supply is certified, eligibility rules, and benefit limitations will still apply.

A. SERVICES REQUIRING PRIOR CERTIFICATION

1. Inpatient admissions

   Any type of facility, including but not limited to:

   - Acute rehabilitation center;
   - Chemical dependency facility, except in an emergency;
   - Hospice;
   - Hospital, except in an emergency;
   - Mental health facility, except in an emergency;
   - Skilled Nursing Facility.

2. Abdominal paracentesis (when performed at a Hospital*)
3. Ambulance: non-emergency air or ground Ambulance services
4. Balloon Sinuplasty
5. Bariatric procedures
6. Blepharoplasty (includes brow ptosis)
7. Breast reduction and augmentation (includes for gynecomastia or macromastia)
8. Capsule Endoscopy
9. Carpal tunnel surgery (when performed at a Hospital*)
10. Cataract surgery (when performed at a Hospital*)
11. Chondrocyte implants
12. Clinical trials
13. Cochlear implants
14. Custom Orthotics
15. Dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures. Cleft palate includes cleft palate, cleft lip or other craniofacial anomalies associated with cleft palate.
16. Dermatology in a Physician's office
    - Skin injections and implants;
    - Dermabrasions and chemical peels;
    - Laser treatment;
    - Chemical exfoliation and electrolysis.
17. Durable Medical Equipment

18. Enhanced external counterpulsation (EECP)
19. Excision, excessive skin and subcutaneous tissue (including lipectomy and panniculectomy) of the abdomen, thighs, hips, legs, buttocks, forearms, arms, hands, submental fat pad, and other areas)
20. Experimental/Investigational services and new technologies
21. Genetic testing
22. Hernia repair (when performed at a Hospital*)
23. Injections for intended use of steroid and/or pain management including epidural, nerve, nerve root, facet joint, trigger point and Sacroiliac (SI) joint injection.
24. Liposuction
25. Liver biopsy (when performed at a Hospital*)
26. Neuro or spinal cord stimulator
27. Neuropsychological testing
28. Occupational therapy (includes home setting).
29. Organ, tissue and stem cell transplant services including pre-evaluation and pre-treatment services, and the transplant procedure
30. Orthognathic procedures including TMJ treatment
31. Otoplasty
32. Mental Disorders and Chemical Dependency services:
    - Outpatient psychological testing;
    - Outpatient neuropsychological testing;
    - Outpatient Electroconvulsive Therapy (ECT);
    - Outpatient transcranial magnetic stimulation.
33. Outpatient Diagnostic Procedures:
    - Cardiac catheterization;
    - CT (Computerized Tomography);
    - Echocardiography;
    - MRA (Magnetic Resonance Angiography);
    - MRI (Magnetic Resonance Imaging);
    - Nuclear cardiology procedures, including SPECT (Single Photon Emission Computed Tomography);
    - PET (Positron Emission Tomography).
    - Sleep studies
34. Outpatient pharmaceuticals
    - Most self-injectable drugs, excluding insulin, require Prior Authorization. Please refer to the Essential Rx Drug List to identify which drugs require Prior Authorization.
    - All hemophilia factors and intravenous immunoglobulin (IVIG) through the Outpatient Prescription Drug benefit require Prior Authorization and must be obtained through the Specialty Pharmacy Vendor.

- Certain Physician-administered drugs require Prior Authorization, including newly approved drugs whether administered in a Physician office, free-standing infusion center, home infusion, ambulatory surgery center, outpatient dialysis center, or outpatient hospital. Refer to the Health Net Life website, www.myhealthnetca.com, for a list of Physician-administered or medical benefit drugs that require Certification for Medical Necessity review or to coordinate delivery through our contracted Specialty Pharmacy Vendor.
- Most Specialty Drugs must have Prior Authorization through the Outpatient Prescription Drug benefit and must be obtained through the Specialty Pharmacy Vendor. Please refer to the Essential Rx Drug List to identify which drugs require Prior Authorization. Urgent or emergent drugs that are Medically Necessary to begin immediately may be obtained at a retail pharmacy.
- Other outpatient Prescription Drugs, as indicated in the Essential Rx Drug List may require Prior Authorization. Refer to the Essential Rx Drug List to identify which drugs require Prior Authorization.

35. Penile Implant
36. Physical therapy (includes home setting)
37. Prosthesis and corrective appliances
38. Radiation therapy
39. Referrals to non-participating providers
40. Rhinoplasty
41. Septoplasty
42. Speech therapy (includes home setting)
43. Spinal surgery
44. Tonsillectomy and adenectomy (when performed at a Hospital*)
45. Total joint replacements (hip, knee, shoulder, or ankle)
46. Treatment of varicose veins
47. Upper and lower gastrointestinal (GI) endoscopy (when performed at a Hospital*)
48. Urologic procedures (when performed at a Hospital*)
49. Uvulopalatopharyngoplasty (UPPP) and laser assisted UPPP
50. Vermilionectomy with mucosal advancement
51. Vestibuloplasty
52. X-Stop

HNL will consider the Medical Necessity for the proposed treatment, the proposed level of care (Inpatient or Outpatient) and the duration of the proposed treatment. In the event of an admission to a Hospital, a Concurrent Review of the hospitalization will be performed. Confinement in excess of the number of days initially approved must be authorized by HNL.

*** These services only require Certification when performed in an inpatient or outpatient Hospital setting. If services are performed in an ambulatory surgical center (ASC), Certification is not required.**

Exceptions

HNL does not require Certification for maternity care. However, please notify HNL at the time of the first prenatal visit.

Certification is not needed for the first 48 hours of Inpatient Hospital Services following a vaginal delivery, nor the first 96 hours following a cesarean section. However, please notify HNL within 24 hours following birth or as soon as reasonably possible. Certification must be obtained if the Physician determines that a longer Hospital stay is Medically Necessary either prior to or following the birth.

Certification is not required for the length of a Hospital stay for reconstructive surgery incident to a mastectomy (including lumpectomy).

Prior Authorization by HNL may be required for certain drugs. Please refer to "Prior Authorization Process" in the "Outpatient Prescription Drug Benefits" section. You may refer to our website at www.myhealthnetca.com to review the drugs that require a Prior Authorization as noted in the Essential Rx Drug List.

B. CERTIFICATION PROCEDURE

Certification must be requested by You, within the following periods:

- Five (5) or more business days before the proposed elective admission date or the commencement of treatment, except when due to a medical emergency.
- 72 hours or sooner, taking into account the medical exigencies, for proposed elective services needed urgently.
- In the event of being admitted into a Hospital following outpatient emergency room or urgent care center services for Emergency Care; please notify the Plan of the inpatient admission within 48 hours, or as soon as reasonably possible.
- Before admission to a Skilled Nursing Facility or Hospice Care program

In order to obtain Certification, the Covered Person or the Covered Person's Physician is responsible for contacting HNL as shown on the Health Net EPO Identification Card before receiving any service requiring Certification. If the Covered Person receives any such service and does not follow the procedures shown in this "Certification Requirements" section, the Noncertification Penalties stated in the "Schedule of Benefits" will be applied. However, for services that require notification only, the penalty will not apply.

Verbal Certification may be given for the service. Written Certification for Inpatient services will be sent to the patient and provider of service.

For Urgent Care requests, HNL will notify the Covered Person of Our decision as soon as possible, taking into account the medical exigencies, but not later than 72 hours from the receipt of the request. If additional information is necessary to make Our determination, HNL will notify the Covered Person (within 24 hours of the receipt of the request) of the specific information necessary to make the determination and a reasonable time frame (that is not less than 48 hours) to provide the information to HNL. HNL will notify the Covered Person of Our decision no later than 48 hours after the earlier of the receipt of the requested information, or the end of the time period to provide the requested information.

For all other requests in which the decisions are based in whole or in part on Medical Necessity, HNL will notify the Covered Person of Our decision not later than five (5) business days from the receipt of the request and information that is reasonably necessary to make the determination. For time frames of initial benefit determinations that are not based on Medical Necessity, refer to "Timing of Notice" under the "Notification of HNL's Initial Benefit Determination" provision in the "Specific Provisions" section of this *Policy.*

C. CONCURRENT REVIEW

Concurrent review is a type of treatment review that takes place during an inpatient stay or as part of an ongoing course of treatment to be provided over a period of time or number of treatments. HNL performs utilization management services for Members using approved clinical criteria in order to facilitate medical appropriateness, promote quality and continuity of care, and to coordinate discharge planning. Therefore, in the event of an admission a concurrent review of the admission is performed.

For treatment involving Urgent Care, the request by the Covered Person or the Covered Person's Physician to extend the course of treatment beyond the period of time or number of treatments shall be decided as soon as possible, taking in to account the medical exigencies. The Covered Person will be notified of Our decision within 24 hours of the receipt of the review request, provided that such a request is made to the Plan at least 24 hours prior to the expiration of the prescribed period of time or number of treatments.

If concurrent review results in an adverse benefit determination, the Covered Person will be notified sufficiently in advance of the reduction or termination to allow time to appeal and obtain a determination on review of that adverse benefit determination before the benefit is reduced or terminated. Refer to the "Resolution of Disputes" provision in this section if you disagree with Our decision.

D. RETROSPECTIVE REVIEW

Retrospective review is a type of treatment review that occurs when the initial review of a Certification request takes place after services have been rendered. Such delayed review follows the same general process as Certification prior to treatment and concurrent review, including evaluation of the reasons Certification was not obtained and application of the Certification penalty when appropriate, and evaluation of medical records for demonstration of Medical Necessity.

Covered Persons and providers will be notified of relevant decisions that are based in whole or in part on Medical Necessity, within 30 calendar days following the receipt of the claim and information that is reasonably necessary to make the determination. For time frames of initial benefit determinations that are not based on Medical Necessity, refer to "Timing of Notice" under the "Notification of HNL's Initial Benefit Determination" provision in the "Specific Provisions" section of this *Policy.*

E. NOTIFICATION OF ADVERSE BENEFIT DETERMINATION

If Certification, concurrent review, or retrospective review results in denial, delay, or modification of a covered service, HNL will send a written or electronic notice to the patient and to the provider of the service. HNL's decision will include a clear and concise explanation of the reasons for Our decision, a description of the criteria or guidelines used and the clinical reasons for the decisions regarding Medical Necessity. The explanation will also include the specific plan provisions on which determination is based. The Medical Necessity decisions communicated to the medical providers will include the name and telephone number of the health care professional responsible for the denial, delay or modification.

In the case of an adverse benefit determination involving Urgent Care, HNL may provide the decision verbally as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the request. The written or electronic notice will be provided to the Covered Person not later than 3 days after the verbal notice. The notice of Our decision related to Urgent Care will also include a description of the expedited review process.

Except for the benefit determination in relation to concurrent review and Urgent Care, if HNL is unable to make a decision to approve, modify or deny the request within the timeframes described under "Certification Procedure," and "Retrospective Review" provisions because we are not in receipt of all of the information reasonably necessary and requested, or because HNL requires consultation by an expert reviewer, or because HNL has asked that an additional examination or test be performed upon the Covered Person, provided that the examination or test is reasonable and consistent with good medical practice, HNL will provide a complete response based on the facts as then known by HNL within the specified timeframe. This response will specify the information requested but not received, or the expert reviewer to be consulted, or the additional examinations or tests required. HNL shall also notify the provider and Covered Person of the anticipated date on which a decision may be rendered. Upon receipt of all information reasonably necessary and requested by HNL, HNL shall approve, modify, or deny the request for authorization within the timeframes specified above.

In the case of denial, HNL will provide the following upon request:

- The criteria, guidelines, protocols, or other similar criterion used by HNL, or an entity with which HNL contracts for utilization review or utilization management functions, to determine whether to authorize, modify, delay, or deny health care services.
- If the adverse determination is based on Medical Necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment used for the determination.

F. EFFECT ON BENEFITS

If Certification is obtained and services are rendered within the scope of the Certification, benefits for Covered Expenses will be provided in accordance with the "Medical Benefits" section of this *Policy*.

If Certification is not obtained or services, supplies or expenses are received or incurred beyond the scope of Certification given, but the Covered Person receives the services anyway, the Noncertification Penalties shown in "Schedule of Benefits" will be applied; a Noncertification Penalty will not be imposed if the benefit is not listed in the “Services Requiring Prior Certification” provision above. Failure to obtain Certification for an Essential Health Benefit, as defined under California Insurance Code section 10112.27, will not result in denial of coverage for that benefit.

G. RESOLUTION OF DISPUTES

In the event that You or Your Physician should disagree with any Certification, concurrent or retrospective review decision made, the following dispute resolution procedure must be followed:

- Either the Covered Person or the Covered Person’s Physician may contact HNL to request an appeal of Our decision. Refer to the “Grievance and Appeals Process” provision in the “Specific Provisions” section for more details. Additional information may be requested, or the treating Physician may be consulted in any reconsideration. A written reconsideration decision will be provided.
- The Covered Person may request an Independent Medical Review as shown in the “Independent Medical Review of Grievances Involving a Disputed Health Care Service” provision of the “Specific Provisions” section of this *Policy*. There is no requirement that You participate in HNL’s grievance or appeals process before requesting Independent Medical Review (IMR) for Medical Necessity denials.
- The final step to resolve disputes is binding arbitration as shown in the "Arbitration" provisions of the "Specific Provisions" section of this *Policy*.

SPECIFIC PROVISIONS

Customer Contact Center Interpreter Services

HNL's Customer Contact Center has bilingual staff and interpreter services for additional languages to handle Covered Person language needs. Examples of interpretive services provided include explaining benefits, filing a grievance and answering questions related to Your health plan in the Covered Person's preferred language. Also, our Customer Contact Center staff can help You find a health care provider who speaks Your language. Call the Customer Contact Center number on Your HNL ID card for this free service. HNL discourages the use of family members and friends as interpreters and strongly discourages the use of minors as interpreters at all medical points of contact where a covered benefit or service is received. Language assistance is available at all medical points of contact where a covered benefit or service is accessed. You do not have to use family members or friends as interpreters. If You cannot locate a health care provider who meets Your language needs, You can request to have an interpreter available at no charge.

Covered Persons' Rights and Responsibilities Statement

HNL is committed to treating Covered Persons in a manner that respects their rights, recognizes their specific needs and maintains a mutually respectful relationship. In order to communicate this commitment, HNL has adopted these Covered Persons' rights and responsibilities. These rights and responsibilities apply to Covered Persons' relationships with HNL, its contracting practitioners and providers, and all other health care professionals providing care to its Covered Persons.

Covered Persons have the right to:

- Receive information about HNL, its services, its practitioners and providers and Covered Persons' rights and responsibilities;
- Be treated with respect and recognition of their dignity and right to privacy;
- Participate with practitioners in making decisions about their health care;
- A candid discussion of appropriate or Medically Necessary treatment options for their conditions, regardless of cost or benefit coverage;
- Request an interpreter at no charge to You;
- Use interpreters who are not Your family members or friends;
- File a grievance in Your preferred language by using the interpreter service or by completing the translated grievance form that is available on www.myhealthnetca.com;
- File a complaint if Your language needs are not met;
- Voice complaints or appeals about the organization or the care it provides; and
- Make recommendations regarding HNL's member rights and responsibilities policies.

Covered Persons have the responsibility to:

- Supply information (to the extent possible) that the organization and its practitioners and providers need in order to provide care;
- Follow plans and instructions for care that they have agreed-upon on with their practitioners; and
- Be aware of their health problems and participate in developing mutually agreed-upon treatment goals to the degree possible.

Notification of HNL's Initial Benefit Determination

Timing of notice:

HNL shall notify the Covered Person of the initial benefit determination within the timeframes described below.

For Urgent Care claim: HNL will notify the Covered Person of Our decision as soon as possible, taking into account the medical exigencies, but not later than 72 hours from the receipt of the request. If additional information is necessary to make Our determination, HNL will notify the Covered Person (within 24 hours of the receipt of the request) of the specific information necessary to make the determination and a reasonable time frame (that is not less than 48 hours) to provide the information to HNL. HNL will notify the Covered Person of Our decision no later than 48 hours after the earlier of the receipt of the requested information, or the end of the time period to provide the requested information.

For concurrent care decisions: If the treatment involves Urgent Care, the request by the Covered Person or the Covered Person's Physician to extend the course of treatment beyond the period of time or number of treatments shall be decided as soon as possible, taking in to account the medical exigencies. The Covered Person will be notified of Our decision within 24 hours of the receipt of the review request, provided that such a request is made to the Plan at least 24 hours prior to the expiration of the prescribed period of time or number of treatments.

If concurrent review results in an adverse benefit determination, the Covered Person will be notified sufficiently in advance of the reduction or termination to allow time to appeal and obtain a determination on review of that adverse benefit determination before the benefit is reduced or terminated.

For all other claims: The time frames that are described under the "Certification Procedure" and "Retrospective Review" provisions in the "Certification Requirements" section apply to pre-service and post-service claims in which the benefit determinations are based on Medical Necessity. Benefit determinations that are not based on Medical Necessity are subject to the time frames that are described herein.

In the case of a pre-service claim, HNL shall notify the Covered Person of Our decision within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after the receipt of the request. HNL may extend this time period for up to 15 additional days if an extension is necessary due to matters beyond HNL's control. HNL will notify the Covered Person, prior to the end of the initial 15-day period, of the circumstances requiring the extension of time and the date by which HNL expects to render a decision. In the case in which HNL requires additional information that is necessary to make Our determination, the notice of extension shall describe the required information and the time frame (that is at least 45 days from the Covered Person's receipt of the notice) to provide the specified information.

In the case of a post-service claim, the Covered Person shall be notified of relevant decisions within a reasonable period of time, but no later than 30 calendar days following the receipt of the claim by HNL. HNL may extend this time period for up to 15 additional days if an extension is necessary due to matters beyond HNL's control. HNL will notify the Covered Person, prior to the end of the initial 30-day period, of the circumstances requiring the extension of time and the date by which HNL expects to render a decision. In the case in which HNL requires additional information that is necessary to make Our determination, the notice of extension shall describe the required information and the time frame (that is at least 45 days from the Covered Person's receipt of the notice) to provide the specified information.

Manner and content of notice of an adverse benefit determination:

If Our determination results in an adverse benefit determination, HNL shall send a written or electronic notice to the Covered Person and to the provider of the service that shall include a clear and concise explanation of the reasons for Our decision, a description of the criteria or guidelines used and the clinical reasons for the decisions regarding Medical Necessity, and a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary. The explanation will also include the specific plan provisions on which determination is based. The Medical Necessity decisions communicated to the medical providers will include the name and telephone number of the health care professional responsible for the denial, delay or modification.

In the case of an adverse benefit determination involving Urgent Care, HNL may provide the decision verbally as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the request. The written or electronic notice shall be provided to the Covered Person not later than 3 days after the verbal notice. The notice of Our decision related to Urgent Care will also include a description of the expedited review process.

HNL will provide the following upon request:

- The criteria, guidelines, protocols, or other similar criterion used by HNL, or an entity with which HNL contracts for utilization review or utilization management functions, to determine whether to authorize, modify, delay, or deny health care services.
- If the adverse determination is based on Medical Necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment used for the determination.

Grievance and Appeals Process

Appeal, complaint or grievance means any dissatisfaction expressed by You or Your representative concerning a problem with HNL, a medical provider or Your coverage under this *Policy,* including an adverse benefit determination as shown under the Affordable Care Act (ACA). An adverse benefit determination means a decision by HNL to deny, reduce, terminate or fail to pay for all or part of a benefit including on the basis of:

- A denial, reduction or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any utilization review; or
- Any reduction or termination of an approved ongoing course of treatment to be provided over a period of time or number of treatments before the end of such period of time or number of treatments. If there is an adverse benefit determination, the Covered Person will be notified sufficiently in advance of the reduction or termination to allow time to appeal and obtain a determination on review of that adverse benefit determination before the benefit is reduced or terminated.
- Rescission of coverage, even if it does not have an adverse effect on a particular benefit at that time; or
- Determination of an individual's eligibility to participate in this HNL plan; or
- Determination that a benefit is not covered; or
- An exclusion or limitation of an otherwise covered benefit based on a source-of-injury exclusion; or
- Determination that a benefit is Experimental, Investigational, or not Medically Necessary or appropriate.

If You are not satisfied with efforts to solve a problem with HNL or a medical provider, the Covered Person may file a grievance or appeal against HNL by calling the Customer Contact Center at the telephone number on Your HNL ID card or by submitting a Member Grievance Form through the HNL website at www.myhealthnetca.com. You must file Your grievance or appeal with HNL within 365 calendar days following the date of the incident or action that caused Your grievance. You may also file a complaint in writing by sending information to:

HNL Insurance Company
Appeals and Grievance Department
P.O. Box 10348
Van Nuys, CA 91410-0348

If your concern involves the Mental Disorders and Chemical Dependency program, call MHN Services at **1-888-426-0030** or write to:

MHN Services
Attention: Appeals and Grievances
P.O. Box 10697
San Rafael, CA 94912

If your concern involves the pediatric vision or dental services, call Health Net **1-866-392-6058** or write to:

Health Net
Attention: Customer Contact Center
P.O Box 8504
Mason, OH 45040-7111

If your concern involves the acupuncture program, call the Health Net Customer Contact Center at **1-800-839-2172** or write to:

Health Net
Appeals and Grievance Department
P.O. Box 10348
Van Nuys, CA 91410-0348

There is no requirement that You participate in HNL's grievance or appeals process before requesting Independent Medical Review (IMR) for Medical Necessity denials. In such cases, You may contact the California Department of Insurance (CDI) to request an IMR of the denial.

For a grievance or appeal of HNL's benefit determination, HNL shall notify the Covered Person of Our decision in writing or electronically within the following time frames:

Urgent Care claims: As soon as possible, taking into account the medical exigencies, but not later than 72 hours from the time the initial request was received by HNL, until the close of the case with the Covered Person.

Non-Urgent Care services that have not been rendered (pre-service claims): Within a reasonable period of time appropriate to the medical circumstances, but not later than 30 days from the time the initial request was received by HNL, until the close of the case with the Covered Person.

Non-Urgent Care services that have already been rendered (post-service claims): Within a reasonable period of time, but not later than 60 days from the time the initial request was received by HNL, until the close of the case with the Covered Person.

If Our decision is to uphold the adverse benefit determination, the notice of Our decision shall include the specific reason or reasons for the adverse determination and reference to the specific plan provisions on which the determination is based. HNL will provide the following upon request:

- Copies of, all documents, records, and other information relevant to the claim;
- An internal rule, guideline, protocol, or other similar criterion that was relied upon in making the adverse determination;
- If the adverse benefit determination is based on a Medical Necessity or Experimental treatment or similar exclusion or limitation, an explanation of the scientific or clinical judgment used for the determination.

Independent Medical Review of Grievances Involving a Disputed Health Care Service

The Covered Person may request an independent medical review ("IMR") of disputed health care services from the Department of Insurance ("Department") if he or she believes that health care services eligible for coverage and payment under his or her HNL plan have been improperly denied, modified, or delayed by HNL. A "Disputed Health Care Service" is any health care service eligible for coverage and payment under the Covered Person's HNL plan that has been denied, modified, or delayed by HNL, or one of its contracting providers, in whole or in part because the service is not Medically Necessary.

The IMR process is in addition to any other procedures or remedies that may be available. The Covered Person pays no application or processing fees of any kind for IMR. The Covered Person has the right to provide information in support of the request for IMR. HNL will provide the Covered Person with an IMR application form and HNL's grievance response letter that states its position on the Disputed Health Care Service. A decision not to participate in the IMR process may cause the Covered Person to forfeit any statutory right to pursue legal action against HNL regarding the Disputed Health Care Service.

Eligibility

The Covered Person's application for IMR will be reviewed by the Department to confirm that it meets all the eligibility requirements of the law for IMR which are set out below:

1. (A) The Covered Person's provider has recommended a health care service as Medically Necessary, or

   (B) The Covered Person has received urgent or Emergency Care that a provider determined to have been Medically Necessary

(C) In the absence of the provider recommendation described in 1.(A) above, or the receipt of urgent or Emergency Care described in 1.(B) above, the Covered Person has been seen by a Physician for the diagnosis or treatment of the medical condition for which he or she seeks IMR;

2. The Disputed Health Care Service has been denied, modified, or delayed by HNL, based in whole or in part on a decision that the health care service is not Medically Necessary; and
3. The Covered Person has filed a grievance with HNL and the disputed decision is upheld by HNL or the grievance remains unresolved after 30 days. Within the next six months, the Covered Person may apply to the Department for IMR, or later, if the Department agrees to extend the application deadline. If the Covered Person's grievance requires expedited review he or she may bring it immediately to the Department's attention. The Department may waive the requirement that the Covered Person follow HNL's grievance process in extraordinary and compelling cases.

If the Covered Person's case is eligible for IMR, the dispute will be submitted to a medical specialist who will make an independent determination of whether or not the care is Medically Necessary. The Covered Person will receive a copy of the assessment made in his or her case from the IMR. If the IMR determines the service is Medically Necessary, HNL will provide benefits for the Disputed Health Care Service in accordance with the terms and conditions of this *Policy*. If the case is not eligible for IMR, the Department will advise the Covered Person of his or her alternatives.

For non-urgent cases, the IMR organization designated by the Department must provide its determination within 30 days of receipt of the application for review and the supporting documents.

If there is an imminent and serious threat to the health of the Covered Person, including, but not limited to, serious pain, the potential loss of life, limb, or major bodily function, or the immediate and serious deterioration of the Covered Person's health, all necessary information and documents shall be delivered to an independent medical review organization within 24 hours of approval of the request for review. In reviewing a request for review, the Department of Insurance may waive the requirement that the Covered Person follow the insurer's grievance process in extraordinary and compelling cases, where the commissioner finds that the Covered Person has acted reasonably.

For more information regarding the IMR process, or to request an application form, please call HNL's the Customer Contact Center at the telephone number on Your HNL ID card.

Independent Medical Review of Investigational or Experimental Therapies

HNL does not cover Experimental or Investigational drugs, devices, procedures or therapies. However, if HNL denies or delays coverage for requested treatment on the basis that it is Experimental or Investigational and the Covered Person meets the eligibility criteria set out below, the Covered Person may request an independent medical review ("IMR") of HNL's decision from the Department of Insurance.

Eligibility

- The Covered Person must have a life-threatening or seriously debilitating condition.
- The Covered Person's Physician must certify to HNL that he or she has a life-threatening or seriously debilitating condition for which standard therapies have not been effective in improving the Covered Person's condition or are otherwise medically inappropriate, and there is no more beneficial therapy covered by HNL.
- Either (a) the Covered Person's contracting Physician has recommended a drug, device, procedure, or other therapy that the Physician certifies in writing is likely to be more beneficial to the Covered Person than any available standard therapies, or (b) the Covered Person, or the Covered Person's Physician who is a licensed, board-certified or board-eligible Physician qualified to practice in the area of practice appropriate to treat the Covered Person's condition, has requested a therapy that, based on two documents from the medical and scientific evidence, as defined below, is likely to be more beneficial for the Covered Person than any available standard therapy. The Physician certification shall include a statement of the evidence relied upon by the Physician in certifying his or her recommendation. Nothing in this provision shall be construed to require HNL to pay for the services of a noncontracting Physician that are not otherwise covered pursuant to the contract.
- The Covered Person has been denied coverage by HNL for the recommended or requested therapy.

- If not for HNL's determination that the recommended or requested treatment is Experimental or Investigational, it would be covered.

For purposes of this provision, "life-threatening" means either or both of the following:

- Diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted.
- Diseases or conditions with potentially fatal outcomes, where the end point of clinical intervention is survival.

For purposes of this provision, "seriously debilitating" means diseases or conditions that cause major irreversible morbidity.

For purposes of this provision, "medical and scientific evidence" means the following sources:

1. Peer-reviewed scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff.
2. Peer-reviewed literature, biomedical compendia and other medical literature that meet the criteria of the National Institutes of Health's National Library of Medicine for indexing in Index Medicus, Excerpta Medicus (EMBASE), Medline and MEDLARS database of Health Services Technology Assessment Research (HSTAR).
3. Medical journals recognized by the Secretary of Health and Human Services, under Section 1861(t)(2) of the Social Security Act.
4. Either of the following reference compendia:
    a. The American Hospital Formulary Service's Drug Information.
    b. The American Dental Association Accepted Dental Therapeutics.
5. Any of the following reference compendia, if recognized by the federal Centers for Medicare and Medicaid Services as part of an anticancer chemotherapeutic regimen:
    a. The Elsevier Gold Standard's Clinical Pharmacology.
    b. The National Comprehensive Cancer Network Drug and Biologics Compendium.
    c. The Thomson Micromedex DrugDex.
6. Findings, studies, or research conducted by or under the auspices of federal government agencies and nationally recognized federal research institutes, including the Federal Agency for Health Care Policy and Research, National Institutes of Health, National Cancer Institute, National Academy of Sciences, Health Care Financing Administration, Congressional Office of Technology Assessment, and any national board recognized by the National Institutes of Health for the purpose of evaluating the medical value of health services.
7. Peer-reviewed abstracts accepted for presentation at major medical association meetings.

If there is an imminent and serious threat to the health of the Covered Person, including, but not limited to, serious pain, the potential loss of life, limb, or major bodily function, or the immediate and serious deterioration of the Covered Person's health, all necessary information and documents shall be delivered to an independent medical review organization within 24 hours of approval of the request for review. In reviewing a request for review, the Department of Insurance may waive the requirement that the Covered Person follow the insurer's grievance process in extraordinary and compelling cases, where the commissioner finds that the Covered Person has acted reasonably.

If HNL denies coverage of the recommended or requested therapy and the Covered Person meets the eligibility requirements, HNL will notify the Covered Person within five business days of its decision and his or her opportunity to request an external review of HNL's decision through IMR. HNL will provide the Covered Person with an application form to request an IMR of HNL's decision. The IMR process is in addition to any other procedures or remedies that may be available. The Covered Person pays no application or processing fees of any kind for IMR. The Covered Person has the right to provide information in support of his or her request for IMR. If the Covered Person's Physician determines that the proposed therapy should begin promptly, he or she may request expedited review and the experts on the IMR panel will render a decision within seven days of the request. If the IMR panel recommends that HNL cover the recommended or requested therapy, coverage for the services will be

subject to the terms and conditions generally applicable to other benefits to which You are entitled. A decision not to participate in the IMR process may cause the Covered Person to forfeit any statutory right to pursue legal action against HNL regarding the denial of the recommended or requested therapy. For more information, please call the Customer Contact Center at the telephone number on Your HNL ID Card.

A. ARBITRATION

As a condition to becoming a HNL Policyholder, You agree to submit all disputes You may have with HNL, except those described below, to final and binding arbitration. Likewise, HNL agrees to arbitrate all such disputes. This mutual agreement to arbitrate disputes means that both You and HNL are bound to use binding arbitration as the final means of resolving disputes that may arise between the parties, and thereby the parties agree to forego any right they may have to a jury trial on such disputes. However, no remedies that otherwise would be available to either party in a court of law will be forfeited by virtue of this agreement to use and be bound by HNL's binding arbitration process. This agreement to arbitrate shall be enforced even if a party to the arbitration is also involved in another action or proceeding with a third party arising out of the same matter.

Sometimes disputes or disagreements may arise between HNL and You (including Your enrolled Dependents, heirs or personal representatives) regarding the construction, interpretation, performance or breach of this *Policy*, or regarding other matters relating to or arising out of Your HNL *Policy*. Typically such disputes are handled and resolved through the HNL Grievance, Appeal and Independent Medical Review process described above. However, in the event that a dispute is not resolved in that process, HNL uses binding Arbitration as the final method for resolving all such disputes, whether stated in tort, contract or otherwise, and whether or not other parties such as employer groups, health care providers, or their agents or employees, are also involved. In addition, disputes with HNL involving alleged professional liability or medical malpractice (that is, whether any medical services rendered were unnecessary or unauthorized or were improperly, negligently or incompetently rendered) also must be submitted to binding arbitration.

HNL's binding arbitration process is conducted by mutually acceptable arbitrator(s) selected by the parties. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern arbitrations under this process. In the event that the total amount of damages claimed is $200,000 or less ($50,000 or less with respect to disputes with HNL involving alleged professional liability or medical malpractice), the parties shall, within 30 days of submission of the demand for arbitration to HNL, appoint a mutually acceptable single neutral arbitrator who shall hear and decide the case and have no jurisdiction to award more than $200,000 or $50,000, whichever is applicable. In the event that total amount of damages is over $200,000 or $50,000, whichever is applicable, the parties shall, within 30 days of submission of the demand for arbitration to HNL, appoint a mutually acceptable panel of three neutral arbitrators (unless the parties mutually agree to one arbitrator), who shall hear and decide the case.

If the parties fail to reach an agreement during this time frame, then, in accordance with California Insurance Code 10123.19(b), either party may apply to a Court of Competent Jurisdiction for appointment of the arbitrator(s) to hear and decide the matter. When a petition is made to the court to appoint a neutral arbitrator, the court shall nominate five persons from lists of persons supplied jointly by the parties to the arbitration or obtained from a governmental agency concerned with arbitration or private disinterested association concerned with arbitration. The parties to the agreement who seek arbitration and against whom arbitration is sought may within five days of receipt of notice of the nominees from the court jointly select the arbitrator whether or not the arbitrator is among the nominees. If the parties fail to select an arbitrator within the five-day period, the court shall appoint the arbitrator from the nominees.

Arbitration can be initiated by submitting a demand for arbitration to HNL at the address provided below. The demand must have a clear statement of the facts, the relief sought and a dollar amount.

HNL Insurance Company
Attention: Litigation Administrator
P.O. Box 4504
Woodland Hills, CA 91356-4505

The arbitrator is required to follow applicable state or federal law. The arbitrator may interpret this *Policy*, but will not have any power to change, modify or refuse to enforce any of its terms, nor will the arbitrator have the authority to make any award that would not be available in a court of law. At the conclusion of the arbitration, the arbitrator will issue a written opinion and award setting forth findings of fact and conclusions of law, and that award will be final and binding on all parties except to the extent that state or federal law provide for judicial review of arbitration proceedings.

The parties will share equally the arbitrator's fees and expenses of administration involved in the arbitration. Each party also will be responsible for their own attorneys' fees. In cases of extreme hardship to a Covered Person, HNL may assume all or portion of a Covered Person's share of the fees and expenses of the arbitration. Upon written notice by the Covered Person requesting a hardship application, HNL will forward the request to an independent professional dispute resolution organization for a determination. Such request for hardship should be submitted to the Litigation Administrator at the address provided above.

B. RECOVERY OF BENEFITS PAID BY HNL WHEN THE COVERED PERSON IS INJURED:

If the Covered Person is ever injured through the actions of another person or him or herself (responsible party), HNL will provide benefits for all Covered Services and Supplies the Covered Person receives through this *Policy*. However, if the Covered Person receives money or is entitled to receive money because of the Covered Person's injuries, whether through a settlement, judgment or any other payment associated with the Covered Person's injuries, HNL or the medical providers retain the right to recover the value of any services provided to the Covered Person under this *Policy*.

As used throughout this provision, the term responsible party means any party actually or potentially responsible for making any payment to a Covered Person due to a Covered Person's injury, illness or condition. The term responsible party includes the liability insurer of such party or any insurance coverage.

Some examples of how the Covered Person could be injured through the actions of a responsible party are:

- The Covered Person was in a car accident; or
- The Covered Person slips and falls in a store.

HNL's rights of recovery apply to any and all recoveries made by the Covered Person or on the Covered Person's behalf from the following sources, including but not limited to:

- Payments made by a third party or any insurance company on behalf of a third party;
- Uninsured or underinsured motorist coverage;
- Personal injury protection, no fault or any other first party coverage;
- Workers Compensation or Disability award or settlement;
- Medical payments coverage under any automobile policy, premises or homeowners' insurance coverage, umbrella coverage; and
- Any other payments from any other source received as compensation for the responsible party's actions.

By accepting benefits under this Plan, the Covered Person acknowledges that HNL has a right of reimbursement that attaches when this Plan has paid for health care benefits for expenses incurred due to the actions of a responsible party and the Covered Person or his or her representative recovers or is entitled to recover any amounts from a responsible party.

Under California law, HNL's legal right to reimbursement creates a health care lien on any recovery.

By accepting benefits under this Plan, the Covered Person also grants HNL an assignment of his or her right to recover medical expenses from any medical payment coverage available to the extent of the full cost of all covered services provided by the Plan and the Covered Person specifically directs such medical payments carriers to directly reimburse the plan on his or her behalf.

Steps the Covered Person Must Take
If the Covered Person is injured because of a responsible party, he or she must cooperate with HNL's and the medical providers' efforts to obtain reimbursement, including:

- Telling HNL and the medical providers, the name and address of the responsible party, if the Covered Person knows it, the name and address of his or her lawyer, if he or she is using a lawyer, the name and address of any insurance company involved with his or her injuries and describing how the injuries were caused;
- Completing any paperwork that HNL or the medical providers may reasonably require to assist in enforcing the lien;
- Promptly responding to inquiries from the lienholders about the status of the case and any settlement discussions;
- Notifying the lienholders immediately upon the Covered Person or his or her lawyer receiving any money from the responsible parties, any insurance companies, or any other source;
- Pay the health care lien from any recovery, settlement or judgment, or other source of compensation and all reimbursement due HNL for the full cost of benefits paid under the Plan that are associated with injuries through a responsible party regardless of whether specifically identified as recovery for medical expenses and regardless of whether the Covered Person is made whole or fully compensated for his or her loss;
- Do nothing to prejudice HNL's rights as shown above. This includes, but is not limited to, refraining from any attempts to reduce or exclude from settlement or recovery the full cost of all benefits paid by the plan; and;
- Hold any money that the Covered Person or his or her lawyer receives from the responsible parties or, from any other source, in trust, and reimbursing HNL and the medical providers for the amount of the lien as soon as he or she is paid.

How the Amount of the Covered Person Reimbursement is Determined
The following section is not applicable to Workers' Compensation liens and may not apply to certain ERISA plans, Hospital liens, Medicare plans and certain other programs and may be modified by written agreement.*

- The Covered Person's reimbursement to HNL or the medical provider under this lien is based on the value of the services received and the costs of perfecting this lien. For the purposes of determining the lien amount, the value of the services depends on how the provider was paid, as summarized below, and will be calculated in accordance with California Civil Code Section 3040, or as otherwise permitted by law. The amount of the reimbursement owed to HNL or the medical provider will be reduced by the percentage that the recovery is reduced if a judge, jury or arbitrator determines that the Covered Person was responsible for some portion of his or her injuries.
- The amount of the reimbursement owed HNL or the medical provider will also be reduced by a pro rata share for any legal fees or costs paid from money the Covered Person received.
- The amount the Covered Person will be required to reimburse HNL or the medical provider for services received under this plan will not exceed one-third on the money the Covered Person received if he or she engages a lawyer, or one-half of the money received if a lawyer is not engaged.

** Reimbursement related to Workers' Compensation benefits, ERISA plans, Hospital liens, Medicare and other programs not covered by California Civil Code, Section 3040 will be determined in accordance with the provisions of this Policy and applicable law.*

C. SURROGACY ARRANGEMENTS

A Surrogacy Arrangement is an arrangement in which a woman agrees to become pregnant and to carry the child for another person or persons who intend to raise the child.

Your Responsibility for Payment to HNL
If You enter into a surrogacy arrangement, You must pay Us for Covered Services and Supplies You receive related to conception, pregnancy, or delivery in connection with that arrangement ("Surrogacy Health Services"), except that the amount You must pay will not exceed the payments You and/or any of Your family members are entitled to receive under the surrogacy arrangement. You also agree to pay Us for the Covered Services and Supplies that any child born pursuant to the surrogacy arrangement receives at the time of birth or in the initial Hospital stay, *except* that if You provide proof of valid insurance coverage for the child in advance of delivery or if the intended parents make payment arrangements acceptable to HNL in advance of delivery, You will not be responsible for the payment of the child's medical expenses.

Assignment of Your Surrogacy Payments
By accepting Surrogacy Health Services, You automatically assign to Us Your right to receive payments that are payable to You or Your chosen payee under the surrogacy arrangement, regardless of whether those payments are characterized as being for medical expenses. To secure our rights, we will also have a lien on those payments and/or any escrow account or trust established to hold those payments. Those payments shall first be applied to satisfy our lien. The assignment and Our lien will not exceed the total amount of Your obligation to Us under the preceding paragraph.

Duty to Cooperate
Within 30 days after entering into a surrogacy arrangement, You must send written notice of the arrangement, including the names and addresses of the other parties to the arrangement to include any escrow agent or trustee, and a copy of any contracts or other documents explaining the arrangement as well as the account number for any escrow account or trust, to:

Surrogacy Third Party Liability - Product Support
The Rawlings Company
One Eden Parkway
LaGrange, KY 40031-8100

You must complete and send Us all consents, releases, authorizations, lien forms, and other documents that are reasonably necessary for Us to determine the existence of any rights we may have under this "Surrogacy Arrangements" provision and/or to determine the existence of (or accounting for funds contained in) any escrow account or trust established pursuant to Your surrogacy arrangement and to satisfy HNL's rights.

You must do nothing to prejudice the health plan's recovery rights.

You must also provide Us the contact and insurance information for the persons who intend to raise the child and whose insurance will cover the child at birth.

You may not agree to waive, release, or reduce our rights under this provision without Our prior, written consent. If Your estate, parent, guardian, or conservator asserts a claim against a third party based on the surrogacy arrangement, Your estate, parent, guardian, or conservator and any settlement or judgment recovered by the estate, parent, guardian, or conservator shall be subject to Our liens and other rights to the same extent as if You had asserted the claim against the third party. We may assign our rights to enforce Our liens and other rights.

D. HEALTH CARE PLAN FRAUD

Health care plan fraud is a felony that can be prosecuted. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Policyholder Responsibility

The Policyholder must:

- File accurate claims. If someone else, such as the Policyholder's spouse, Domestic Partner or another Dependent, files claims on Your behalf, You should review the form before You sign it;
- Review the explanation of benefits (EOB) form when it is returned to You. Make certain that benefits have been paid correctly based on Your knowledge of the expenses incurred and the services rendered;
- Never allow another person to seek medical treatment under Your identity. If Your ID Card is lost, You should report the loss to Us immediately; and

- Provide complete and accurate information on claims forms and any other information forms. Attempt to answer all questions to the best of Your knowledge.

To maintain the integrity of Your health plan, We encourage You to notify Us whenever a provider:

- bills You for services or treatments that You have never received;
- asks You to sign a blank claim form; or
- asks You to undergo tests that You feel are not needed.

If You are concerned about any of the charges that appear on a bill or Explanation of Benefits form, or if You know of or suspect any illegal activity, call Our toll-free hotline at the number shown on Your HNL ID card. All calls are strictly confidential.

E. CONFIDENTIALITY OF MEDICAL RECORDS

A STATEMENT DESCRIBING HNL'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO THE COVERED PERSON UPON REQUEST.

F. SECOND MEDICAL OPINION

When requested by a Covered Person or participating health professional who is treating a Covered Person, We will authorize a second opinion by an appropriately qualified health care professional. When a Covered Person requests a second opinion, he or she will be responsible for any applicable Copayment or Coinsurance. Reasons for a second opinion include, but are not limited to, the following:

- If the Covered Person questions the reasonableness or necessity of recommended surgical procedures.
- If the Covered Person questions a diagnosis or plan of care for a condition that threatens loss of life, loss of limb, loss of bodily function, or substantial impairment, including, but not limited to, a serious Chronic condition.
- If clinical indications are not clear or are complex and confusing, a diagnosis is in doubt due to conflicting test results, or the treating health professional is unable to diagnose the condition and the Covered Person requests an additional diagnosis.
- If the treatment plan in progress is not improving the medical condition of the Covered Person within an appropriate period of time given the diagnosis and plan of care, and Covered Person requests a second opinion regarding the diagnosis or continuance of the treatment.
- If the Covered Person has attempted to follow the plan of care or consulted with the initial provider concerning serious concerns about the diagnosis or plan of care.

As used above, an appropriately qualified health care professional is a Physician or a Specialist who is acting within his or her scope of practice and who possesses a clinical background, including training and expertise, related to the particular illness, injury, condition or conditions associated with the request for a second opinion.

If the Covered Person or participating health professional who is treating the Covered Person requests a second opinion, an authorization or denial shall be provided in an expeditious manner. When the Covered Person's condition is such that he or she faces an imminent and serious threat to his or her health, including, but not limited to, the potential loss of life, limb or other major bodily function, or lack of timeliness that would be detrimental to the Covered Person's life or health or could jeopardize the insured's ability to regain maximum function, then the second opinion shall be rendered in a timely fashion appropriate to the nature of the Covered Person's condition, not to exceed 72 hours after HNL's receipt of the request, whenever possible.

To request an authorization for a second opinion, contact the Customer Contact Center at the telephone number on the HNL ID card. We will review the request in accordance with HNL's procedures and timelines as stated in the second opinion policy. For more information on the second opinion policy, please contact the Customer Contact Center.

The second opinion consultation is a consultation by an appropriately qualified healthcare professional, and may include recommendations for additional x-ray, laboratory services or treatment. Services recommended by the second opinion consultation may be subject to Certification. Please refer to the “Certification Requirements” section to determine which services are subject to Certification.

If We deny a request by a Covered Person for a second opinion, We will notify the Covered Person in writing of the reasons for the denial and will inform the Covered Person of the right to dispute the denial, and the procedures for exercising that right.

GENERAL PROVISIONS

A. FORM OR CONTENT OF *POLICY*: No agent or employee of HNL is authorized to change the form or content of this *Policy*. Any changes can be made only through an endorsement authorized and signed by an officer of HNL.

B. ENTIRE CONTRACT: This *Policy*, the Policyholder's application for this *Policy* and any riders and endorsements to the *Policy* shall constitute the entire contract between the Company and the Policyholder. No change in this *Policy* shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this *Policy* or to waive any of its provisions

All statements made by the Policyholder or any of the insured persons will be considered except for fraud, to be representations and not warranties. No statement made by an insured person will be used to void his or her insurance or in defense of a claim unless it is in writing and a copy has been given to the insured person or his or her beneficiary.

C. CHARTER NOT PART OF *POLICY*: None of the terms or provisions of the charter, constitution or bylaws of HNL shall form a part of this *Policy* or be used in the defense of any suit hereunder, unless the same is shown in full in this *Policy*.

D. DISTRIBUTION OF NOTICES: HNL will send required notices as specified in this Policy to the Policyholder's address on record.

E. BENEFITS NOT TRANSFERABLE: No person other than the Covered Person is entitled to receive benefits to be furnished by HNL under this *Policy*. Such right to benefits is not transferable. ***Fraudulent use of such benefits will result in cancellation of the Covered Person's eligibility under this Policy and appropriate legal action.***

F. BENEFIT CHANGES: HNL will provide the Policyholder at least 60 days' notice in advance of any changes in benefit or *Policy* provisions. There is no vested right to receive the benefits of this *Policy*.

G. TRANSFER OF MEDICAL RECORDS: A health care provider may charge a reasonable fee for the preparation, copying, postage or delivery costs for the transfer of Your medical records. Any fees associated with the transfer of medical records are the Covered Person's responsibility.

H. NOTICE OF CLAIM: Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any covered loss, or as soon thereafter as reasonably possible. Notice may be given to Us at 21281 Burbank Blvd., Woodland Hills, CA 91367, or to any of Our authorized agents or mailed to Us at P.O. Box 9040, Farmington, MO 63640-9040. Notice should include information sufficient for Us to identify the Covered Person.

If you need to file a claim for covered Mental Disorders and Chemical Dependency Services provided upon referral by MHN Services, you must file the claim with MHN Services within one year after receiving those services. Any claim filed more than one year from the date the expense was incurred will not be paid unless it was shown that it was not reasonably possible to file the claim within one year, and that it was filed as soon as reasonably possible. You must use the CMS (HCFA) - 1500 form in filing the claim and you should send the claim to MHN at the address listed in the claim form or to MHN Services at:

MHN Services
P.O. Box 14621
Lexington, KY 40512-4621

MHN Services will give you claim forms on request. For more information regarding claims for covered Mental Disorders and Chemical Dependency Services, you may call MHN Services at **1-800-444-4281** or you may write MHN Services at the address given immediately above.

If you need to file a claim for covered Acupuncture Services provided upon referral by American Specialty Health Plans of California, Inc. (ASH Plans), you must file the claim with ASH Plans within one year after receiving those services. You must use ASH Plans' forms in filing the claim and you should send the claim to ASH Plans at the address listed in the claim form or to ASH Plans at:

American Specialty Health Plans of California, Inc.
Attention: Customer Contact Center
P.O. Box 509002
San Diego, CA 92150-9002

ASH Plans will give you claim forms on request. For more information regarding claims for covered Acupuncture Services, you may call ASH Plans at **1-800-678-9133** or you may write ASH Plans at the address given immediately above.

If you need to file a claim for covered Pediatric Dental services, call us at the telephone number stated on your ID Card and a claim form will be sent to you. Written notice of a claim must be given to HNL within 90 days after the occurrence or commencement of any covered loss, or as soon thereafter as reasonably possible. Notice may be given to HNL of a dental claim at:

Health Net Dental
Attn: Claims Unit
P.O. Box 30567
Salt Lake City, UT 84130 0567

I. CLAIM FORMS: When We receive notice of a claim, We will furnish You with Our usual forms for filing proof of loss. If We do not do so within 15 days, You can comply with the requirements for furnishing proof of loss by submitting written proof within the time fixed in this *Policy* for filing such proofs of loss. Such written proof must cover the occurrence, the character and the extent of the loss. We will not pay legal fees or interest due on claims that the Covered Person fails to submit in a timely manner.

J. PROOFS OF LOSS: Written proof of loss must be furnished to Us at 21281 Burbank Blvd., Woodland Hills, CA 91367, in case of claim for loss for which this *Policy* provides any periodic payment contingent upon continuing loss, within 90 days after the end of the period of time for which claim is made; in the case of claim for any other loss, written proof of loss must be furnished within 90 days after the date of the loss. Failure to furnish such proof within the time required will not invalidate or reduce any claim if proof is furnished as soon as reasonably possible. Except in the absence of legal capacity, however, We are not required to accept proofs more than one year from the time proof is otherwise required**.**

K. EXPENSES FOR COPYING MEDICAL RECORDS: We will reimburse the Covered Person or provider for reasonable expenses incurred in copying medical records requested by Us.

L. TIME OF PAYMENT OF CLAIM: We will pay benefits promptly upon receipt of due written proof of loss. HNL will reimburse each complete claim, or portion thereof, whether in-state or out-of-state, as soon as practical, but no later than 30 working days after receipt of the complete claim by HNL.

Within 30 working days after receipt of the complete claim by HNL, HNL may contest or deny a claim, or portion thereof, by notifying the claimant, in writing, that the claim is contested or denied. The notice will identify the contested or denied portion(s) of the claim, and the specific reasons for such contention or denial, as supported by the factual and legal bases known to HNL at that time.

In the event HNL requires additional time to affirm or deny the claim, HNL shall notify the claimant in writing. This written notice shall specify any additional information HNL requires in order to make a determination and shall state any continuing reasons for HNL's inability to make a determination. This notice shall be given within thirty calendar days of the notice that the claim is being contested and every thirty calendar days thereafter until a determination is made or legal action is served. If the determination cannot be made until some future event occurs, HNL shall comply with this continuing notice requirement by advising the claimant of the situation and providing an estimate as to when the determination can be made.

Indemnities payable under this *Policy* for any loss other than loss for which this *Policy* provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this *Policy* provides periodic payment will be paid and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

M. PAYMENT OF LIFE CLAIM: Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Covered Person. Any other accrued indemnities unpaid at the Covered Person's death may, at the option of HNL, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Covered Person.

If any indemnity of this *Policy* shall be payable to the estate of the insured, or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, HNL may pay such indemnity, up to an amount not exceeding $1,000 to any relative by blood or connection by marriage of the insured or beneficiary who is deemed by HNL to be equitably entitled thereto. Any payment made by HNL in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.

Subject to any written direction of the Covered Person in the application or otherwise all or a portion of any indemnities provided by this *Policy* on account of Hospital, nursing, medical, or surgical services may, at the HNL's option and unless the Covered Person requests otherwise in writing not later than the time of filing proofs of that loss, be paid directly to the person or persons having paid for the hospitalization or medical or surgical aid, or to the Hospital or person rendering those services; but it is not required that the service be rendered by a particular Hospital or person.

N. CLAIMS DENIAL:

1. **DENIAL:** If the Covered Person submits a fully completed claim to HNL, and it is partially or totally denied, he or she should be notified in writing of the denial within 30 days from the date the claim was submitted. The Covered Person will be given the specific reasons and sections of the *Policy* on which the denial is based. If the claim might be paid with more information, the Covered Person will be told what additional information is necessary and why.

2. **APPEAL:** The Covered Person or his or her authorized representative has the right to appeal the denial or partial denial of any claim made under the *Policy* by requesting a review of the claim. The request must be made in writing to HNL within 365 days of the date that appears on the claims denial.

   If the request is not made within the 365 day period, the Covered Person waives the right to a review.

   This request must include the Covered Person’s name, address, date of denial and the reasons upon which the request for review is based. Any facts that support these reasons and any issues or comment the Covered Person or the representative deems relevant should be included. In addition, the Covered Person or the representative may examine pertinent documents that relate to the denial of the claim and that HNL has authorized for release.

3. **REVIEW AND DECISION:** Upon receipt of the request for review, HNL will make full and fair review of the claim and its denial.

   HNL has a period of 60 days (after the receipt of the request for review of an adverse benefit determination) in which to make a decision and notify the Covered Person.

   The decision on the request for review will be in writing and will include the specific reasons supporting it and specific references to the pertinent *Policy* provisions on which the decision is based. This written notice shall be final and binding.

O. PAYMENT TO PROVIDERS OR POLICYHOLDER:

1. **DIRECT PAYMENT:** Benefit payment for Covered Expenses will be made directly to:

   a. **Contracting Hospitals:** Hospitals which have provider service agreements with HNL to provide services to Covered Persons.

   b. **Providers of Ambulance Transportation and Certified Nurse Midwives:** As required by the California Insurance Code, this must occur, even if written assignment has not been made by the Covered Person. But, if the submitted provider's statement or bill indicates that the charges have been paid in full by the Policyholder, payment will be made to the Policyholder.

   c. **Other Providers of Service** not mentioned in a. and b. above, Hospital and professional, when the Covered Person assigns benefits to them in writing.

2. **JOINT PAYMENT:** Benefit payment for Covered Expenses will be made jointly to other providers and the Policyholder when a written assignment stipulates joint payment.

3. **DIRECT PAYMENT TO POLICYHOLDER:** In situations not described above, payment will be made to the Policyholder.

P. PAYMENT WHEN POLICYHOLDER IS UNABLE TO ACCEPT: If a claim is unpaid at the time of the Covered Person's death or if the Covered Person is not legally capable of accepting it, it will be paid to the Covered Person's estate or any relative or person who may legally accept on the Covered Person behalf.

Q. PHYSICAL EXAMINATION AND AUTOPSY: HNL, at its expense, has the right and opportunity to examine or request an examination of any Covered Person whose injury or sickness is the basis of a claim as often as is reasonably required while the claim is pended and to make an autopsy in case of death where it is not forbidden by law.

R. CHANGE OF BENEFICIARY: Unless the Covered Person makes an irrevocable designation or beneficiary, the right to change of beneficiary is reserved to the Covered Person and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this *Policy* or to any change of beneficiary or beneficiaries, or to any other changes in this *Policy*.

S. DEPENDENT COVERAGE: Except for Emergency Care and Urgent Care, Dependents living away from the primary residence of the Policyholder must receive Covered Services and Supplies from providers in the Health Net Life Exclusive Provider Organization (EPO) network in California. Outside the United States, coverage is limited to Emergency Care and Urgent Care, as described below under "Foreign Travel or Work Assignment" in this "General Provisions" section.

T. FOREIGN TRAVEL OR WORK ASSIGNMENT: Benefits will be provided for Emergency Care and Urgent Care received in a foreign country.

U. NOTICE OF CANCELLATION: If this *Policy* terminates for any reason, HNL will send the notice of cancellation to the Policyholder.

V. MODIFICATIONS TO PLAN AND NOTICE OBLIGATIONS: If the plan is modified in accordance with the terms and provisions of this *Policy*, HNL will send notice of such modification to the Policyholder.

W. WORKERS' COMPENSATION INSURANCE: This *Policy* is not in lieu of and does not affect any requirement for, or coverage by, Workers' Compensation Insurance.

X. DIETHYLSTILBESTROL: Coverage under this *Policy* will not be reduced, limited or excluded solely due to conditions attributable to diethylstilbestrol or exposure to diethylstilbestrol.

Y. NOTICE: Any notice required of HNL shall be sufficient if mailed to the Policyholder, at the address appearing on the records of HNL; and, if notice is required of the Policyholder, it will be sufficient if mailed to the HNL office at the address listed on the back cover of this *Policy*.

Z. REGULATION AND INTERPRETATION OF *POLICY*: This *Policy* is issued with and is governed by the state of California. The laws of the state of California shall be applied to interpretations of this *Policy*.

AA. NONDISCRIMINATION: HNL hereby agrees that no person who is otherwise eligible for coverage under this *Policy* shall be refused enrollment nor shall his or her coverage be canceled solely because of race, color, national origin, ancestry, religion, sex, gender identity, gender expression, marital status, sexual orientation, age, health status, or physical or mental handicap.

BB. LEGAL ACTIONS: No action at law or in equity may be brought to recover benefits prior to the expiration of 60 days after written Proof of Loss has been furnished. No such action may be brought after a period of 3 years (or the period required by law, if longer) after the time limits stated in the Proofs of Loss section**.**

CC. MISSTATEMENT OF AGE: If the age of any Covered Person covered under this *Policy* has been misstated, there shall be an adjustment of the Premium for this *Policy* so that there shall be paid to the insurer the Premium for the coverage of such Covered Person at his correct age, and the amount of the insurance coverage shall not be affected.

DD. CLERICAL ERROR: No clerical error on the part of the Group applying for coverage shall affect the insurance, or amount thereof, of any Covered Person, provided proper premium adjustment is made upon discovery of such error.

EE. NON-REGULATION OF PROVIDERS: This Health Net EPO plan does not regulate the amounts charged by providers of medical care, except to the extent that the rates for the Covered Services and Supplies are negotiated with Participating and Preferred Providers

FF. FREE CHOICE OF PROVIDER: This Health Net EPO plan does not interfere with the Covered Person's right to select any properly licensed Hospital, Physician (including Specialists and behavioral health care providers), laboratory, or other health care professional or facility that provides services or supplies covered by this plan. However, the Covered Person's choice of provider may affect the amount of benefits payable. To identify a Preferred Provider, visit the HNL website at www.myhealthnetca.com or contact the Customer Contact Center at the telephone number on Your HNL ID Card to obtain a copy of the Preferred Provider Directory.

GG. TIMELY ACCESS TO CARE: The California Department of Insurance (CDI) has issued regulations (California Code of Regulations Title 10 sections 2240.15 and 2240.16) with requirements for timely access to non-emergency health care services through Preferred Providers. HNL is required to provide or arrange for the provision of covered health care services in a timely manner appropriate for the nature of the Covered Person's condition consistent with good professional practice. Please contact HNL at the number shown on your HNL ID card, 7 days per week, 24 hours per day to access triage or screening services.

When you need to see a Preferred Provider, call his or her office for an appointment. Please call ahead as soon as possible. When you make an appointment, identify yourself as an HNL Member, and tell the receptionist when you would like to see your doctor. The receptionist will make every effort to schedule an appointment at a time convenient for you. If you need to cancel an appointment, notify your Physician as soon as possible.

Language assistance is available at all medical points of contact where a covered benefit or service is accessed including, but not limited to, at the time of Your appointment. HNL's Customer Contact Center has bilingual staff and interpreter services for additional languages to handle Your language needs. Call the Customer Contact Center number on Your HNL ID card for this free interpretive service. The use of the interpretive services will not cause a delay of Your scheduled appointment. Please see the "Customer Contact Center Interpreter Services" section for more details regarding the availability of interpreter services.

Please see the list of maximum waiting times as listed below. (A business day is every official working day of the week. Typically, a business day is Monday through Friday, and does not include weekends or holidays.) Wait times depend on your condition and the type of care you need. You should get an appointment to see your Physician:

- **Physician appointments for primary care:** within 10 business days of request for an appointment.
- **Physician appointments for Specialist care:** within 15 business days of request for an appointment.
- **Urgent care appointment with Physician:** within 48 hours of request for an appointment.
- **Urgent care appointments for services that require Certification:** within 96 hours of the request for an appointment.

- **Routine Check-up/Physical Exam:** within 30 business days of request for an appointment.
- **Non-urgent appointments with a non-physician mental health care or substance use disorder provider:** within 10 business days of request for an appointment.
- **Non-urgent appointments for ancillary services:** within 15 business days of request for an appointment.
- **Urgent appointments for pediatric oral and vision services:** within 72 hours of request for an appointment.
- **Non-urgent appointments for pediatric oral and vision services:** within 36 business days of request for an appointment.
- **Preventive appointments for pediatric oral and vision services:** within 40 business days of request for an appointment.

HH. PROVIDING OF CARE: HNL is not responsible for providing any type for Hospital, medical or similar care. HNL is also not responsible for the quality of any type of Hospital, medical or similar care.

If the Covered Person would like more information on how to request continued care please contact The Customer Contact Center at the telephone number on Your HNL ID Card.

II. CONTINUITY OF CARE: At the request of the Covered Person, HNL shall arrange for the completion of covered services by a terminated provider if the Covered Person is undergoing a course of treatment for any of the following conditions: (1) An acute condition (a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration.) Completion of covered services shall be provided for the duration of the acute condition; (2) A serious chronic condition (a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration.) Completion of covered services shall be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by HNL in consultation with the Covered Person and the terminated provider and consistent with good professional practice, not to exceed 12 months from the contract termination date or 12 months from the effective date of coverage for a new Covered Person; (3) A pregnancy (the three trimesters of pregnancy and the immediate postpartum period.) Completion of covered services shall be provided for the duration of the pregnancy; (4) A terminal illness (an incurable or irreversible condition that has a high probability of causing death within one year or less.) Completion of covered services shall be provided for the duration of a terminal illness, which may exceed 12 months from the contract termination date or 12 months from the effective date of coverage for a new Covered Person; (5) The care of a newborn child between birth and age 36 months. Completion of covered services under this provision shall not exceed 12 months from the contract termination date or 12 months from the effective date of coverage for a new Covered Person; (6) Performance of a surgery or other procedure that has been recommended and documented by the provider to occur within 180 days of the contract's termination date or within 180 days of the effective date of coverage for a new Covered Person.

For more information on how to request continued care, please contact the Customer Contact Center at the telephone number on Your Health Net PPO ID Card.

JJ. RELATIONSHIP OF PARTIES: The relationship, if any, between HNL and any health care providers is that of an independent contractor relationship. Physicians, Hospitals, Skilled Nursing Facilities and other health care providers and community agencies are not agents or employees of HNL. HNL shall not be liable for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by the Covered Person while receiving care from any health care provider. No Covered Person is the agent or representative of HNL. Neither shall be liable for any acts or omissions of HNL, its agents or employees.

HNL retains the right to designate or replace an administrator to perform certain functions for providing the Covered Services and Supplies of this *Policy*. If HNL does designate or replace any administrator, HNL will inform the Covered Persons of all new procedures. Any administrator designated by HNL is an independent contractor and not an employee or agent of HNL.

KK. TECHNOLOGY ASSESSMENT: New technologies are those procedures, drugs or devices that have recently been developed for the treatment of specific diseases or conditions or are new applications of existing procedures, drugs or devices. New technologies are considered Investigational or Experimental during various stages of clinical study as safety and effectiveness are evaluated and the technology achieves acceptance into the medical standard of care. The technologies may continue to be considered Investigational or Experimental if clinical study has not shown safety or effectiveness or if they are not considered standard care by the appropriate medical specialty. Approved technologies are integrated into HNL benefits.

HNL determines whether new technologies should be considered medically appropriate, or Investigational or Experimental, following extensive review of medical research by appropriately specialized Physicians. HNL requests review of new technologies by an independent, expert medical reviewer in order to determine medical appropriateness or Investigational or Experimental status of a technology or procedure.

The expert medical reviewer also advises HNL when patients require quick determinations of coverage, when there is no guiding principle for certain technologies or when the complexity of a patient's medical condition requires expert evaluation. If HNL denies, modifies or delays coverage for Your requested treatment on the basis that it is Experimental or Investigational, You may request an independent medical review (IMR) of HNL's decision from the Department of Insurance. Please refer to the "Independent Medical Review of Grievances Involving a Disputed Health Care Service" in the "Specific Provisions" section for additional details.

LL. NOTICE OF NONDISCRIMINATION

HNL complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. HNL does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

HNL:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, accessible electronic formats, other formats).
- Provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

If you need these services, contact HNL's Customer Contact Center at 1-888-926-4988 (TTY: 711):

If you believe that HNL has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by calling the numbers above and telling them you need help filing a grievance; HNL Customer Contact Center is available to help you. You can also file a grievance by mail, fax or online:

Health Net Life Insurance Company
P.O. Box 10348
Van Nuys, CA 91410-0348

Fax: 1-877-831-6019

Online: www.myhealthnetca.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800–368–1019, (TDD: 1-800–537–7697).

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

MM. FINANCIAL INFORMATION PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW FINANCIAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

We are committed to maintaining the confidentiality of your personal financial information. For the purposes of this notice, "personal financial information" means information about an enrollee or an applicant for health care coverage that identifies the individual, is not generally publicly available, and is collected from the individual or is obtained in connection with providing health care coverage to the individual.

Information We Collect

We collect personal financial information about you from the following sources:

- Information we receive from you on applications or other forms, such as name, address, age, medical information and Social Security number;
- Information about your transactions with us, our affiliates or others, such as premium payment and claims history; and
- Information from consumer reports.

Disclosure of Information

We do not disclose personal financial information about our enrollees or former enrollees to any third party, except as required or permitted by law. For example, in the course of our general business practices, we may, as permitted by law, disclose any of the personal financial information that we collect about you, without your authorization, to the following types of institutions:

- To our corporate affiliates, such as other insurers;
- To nonaffiliated companies for our everyday business purposes, such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations; and
- To nonaffiliated companies that perform services for us, including sending promotional communications on our behalf.

Confidentiality and Security

We maintain physical, electronic and procedural safeguards, in accordance with applicable state and federal standards, to protect your personal financial information against risks such as loss, destruction or misuse. These measures include computer safeguards, secured files and buildings, and restrictions on who may access your personal financial information.

Questions About this Notice

If you have any questions about this notice, please **call the toll-free phone number on the back of your ID card** or contact HNL at **1-800-839-2172**.

NN. NOTICE OF PRIVACY PRACTICES: THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice tells You about the ways in which **Health Net** (referred to as "We" or "the Plan") may collect, use and disclose Your protected health information and Your rights concerning Your protected health information. "Protected health information" is information about You, including demographic information, that can reasonably be used to identify You and that relates to Your past, present or future physical or mental health or condition, the provision of health care to Your or the payment for that care.

Covered Entities Duties

Health Net is a Covered Entity as defined and regulated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). is required by law to maintain the privacy of your protected health information (PHI), provide you with this Notice of our legal duties and privacy practices related to your PHI, abide by the terms of the Notice that is currently in affect and notify you in the event of a breach of your unsecured PHI.

This Notice describes how we may use and disclose your PHI. It also describes your rights to access, amend and manage your PHI and how to exercise those rights. All other uses and disclosures of your PHI not described in this Notice will be made only with your written authorization.

Health Net reserves the right to change this Notice. We reserve the right to make the revised or changed Notice effective for your PHI we already have as well as any of your PHI we receive in the future. Health Net will promptly revise and distribute this Notice whenever there is a material change to the uses or disclosures, your rights, our legal duties, or other privacy practices stated in the Notice. We will make any revised Notices available on the Health Net website, located below.

https://www.healthnet.com/portal/common/content/iwc/corp_info/book/legal_info.action#noticeprivacyPracticesContent

Permissible Uses and Disclosures of Your PHI

The following is a list of how we may use or disclose your PHI without your permission or authorization.

1. **Treatment**. We may use and disclose your PHI to a physician or other health care provider providing treatment to you, to coordinate your treatment among providers, or to assist us in making prior authorization decisions related to your benefits.
2. **Payment**. We may use and disclose your PHI to make benefit payments for the health care services provided to you. We may disclose your PHI to another health plan, to a health care provider, or other entity subject to the federal Privacy Rules for their payment purposes. Payment activities may include processing claims, determining eligibility or coverage for claims, issuing premium billings, reviewing services for medical necessity, and performing utilization review of claims.
3. **Health Care Operations**. We may use and disclose your PHI in the performance of our health care operations. These activities may include providing customer services, responding to complaints and appeals, providing case management and care coordination, conducting medical review of claims and other quality assessment and improvement activities. We may also in our health care operations disclose PHI to business associates with whom we have written agreements containing terms to protect the privacy of your PHI. We may disclose your PHI to another entity that is subject to the federal Privacy Rules and that has a relationship with you for its health care operations relating to quality assessment and improvement activities, reviewing the competence or qualifications of health care professionals, case management and care coordination, or detecting or preventing healthcare fraud and abuse.

****This Notice of Privacy Practices also applies to enrollees in any of the following Health Net entities:** Health Net of California, Inc., Health Net Life Insurance Company, Health Net Health Plan of Oregon, Inc., Managed Health Network LLC, Health Net Community Solutions, Inc. Managed Health Network, LLC (MHN) is a subsidiary of Health Net, Inc. The MHN family of companies includes Managed Health Network, MHN Services and MHN Government Services. Health Net and Managed Health Network are registered service marks of Health Net, Inc. or its affiliates. All rights reserved. Rev. 06/05/2017

4. **Group Health Plan/Plan Sponsor Disclosures** We may disclose your protected health information to a sponsor of the group health plan, such as an employer or other entity that is providing a health care program to you, if the sponsor has agreed to certain restrictions on how it will use or disclose the protected health information (such as agreeing not to use the protected health information for employment-related actions or decisions).

Other Permitted or Required Disclosures of Your PHI

1. **Fundraising Activities.** We may use or disclose your PHI for fundraising activities, such as raising money for a charitable foundation or similar entity to help finance its activities. If We do contact You for fundraising activities, We will give you the opportunity to opt-out, or stop, receiving such communications in the future.
2. **Underwriting Purposes.** We may use or disclose your PHI for underwriting purposes, such as to make a determination about a coverage application or request. If We do use or disclose your PHI for underwriting purposes, we are prohibited from using or disclosing your PHI that is genetic information in the underwriting process.
3. **Appointment Reminders/Treatment Alternatives.** We may use and disclose your PHI to remind you of an appointment for treatment and medical care with us or to provide you with information regarding treatment alternatives or other health-related benefits and services, such as information on how to stop smoking or lose weight.
4. **As Required by Law.** If federal, state, and/or local law requires a use or disclosure of your PHI, we may use or disclose your PHI information to the extent that the use or disclosure complies with such law and is limited to the requirements of such law. If two or more laws or regulations governing the same use or disclosure conflict, we will comply with the more restrictive laws or regulations.
5. **Public Health Activities.** We may disclose your PHI to a public health authority for the purpose of preventing or controlling disease, injury, or disability. We may disclose your PHI to the Food and Drug Administration (FDA) to ensure the quality, safety or effectiveness products or services under the jurisdiction of the FDA.
6. **Victims of Abuse and Neglect.** We may disclose your PHI to a local, state, or federal government authority, including social services or a protective services agency authorized by law authorized by law to receive such reports if we have a reasonable belief of abuse, neglect or domestic violence.
7. **Judicial and Administrative Proceedings.** We may disclose your PHI in judicial and administrative proceedings, as well as in response to an order of a court, administrative tribunal, or in response to a subpoena, summons, warrant, discovery request, or similar legal request.
8. **Law Enforcement.** We may disclose your relevant PHI to law enforcement when required to do so, such as in response to a court order, court-ordered warrant, subpoena or summons issued by a judicial officer, or a grand jury subpoena. We may also disclose your relevant PHI for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person.
9. **Coroners, Medical Examiners and Funeral Directors.** We may disclose your PHI to a coroner or medical examiner. This may be necessary, for example, to determine a cause of death. We may also disclose your PHI to funeral directors, as necessary, to carry out their duties.
10. **Organ, Eye and Tissue Donation.** We may disclose your PHI to organ procurement organizations or entities engaged in the procurement, banking or transplantation of cadaveric organs, eyes or tissues.
11. **Threats to Health and Safety.** We may disclose your PHI if we believe, in good faith, that the use or disclosure is necessary to prevent or lessen a serious or imminent threat to the health or safety of a person or the public.

****This Notice of Privacy Practices also applies to enrollees in any of the following Health Net entities:** Health Net of California, Inc., Health Net Life Insurance Company, Health Net Health Plan of Oregon, Inc., Managed Health Network LLC, Health Net Community Solutions, Inc. Managed Health Network, LLC (MHN) is a subsidiary of Health Net, Inc. The MHN family of companies includes Managed Health Network, MHN Services and MHN Government Services. Health Net and Managed Health Network are registered service marks of Health Net, Inc. or its affiliates. All rights reserved. Rev. 06/05/2017

12. **Specialized Government Functions.** If you are a member of U.S. Armed Forces, we may disclose your PHI as required by military command authorities. We may also disclose your PHI to authorized federal officials for national security and intelligence activities, the Department of State for medical suitability determinations and for protective services of the President or other authorized persons.
13. **Workers' Compensation.** We may disclose your PHI to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.
14. **Emergency Situations.** We may disclose your PHI in an emergency situation, or if you are incapacitated or not present, to a family member, close personal friend, authorized disaster relief agency, or any other person previously identified by you. We will use professional judgment and experience to determine if the disclosure is in your best interests. If the disclosure is in your best interest, we will only disclose the PHI that is directly relevant to the person's involvement in your care.
15. **Inmates.** If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release your PHI to the correctional institution or law enforcement official, where such information is necessary for the institution to provide you with health care; to protect your health or safety; or the health or safety of others; or for the safety and security of the correctional institution.
16. **Research.** Under certain circumstances, we may disclose your PHI to researchers when their clinical research study has been approved and where certain safeguards are in place to ensure the privacy and protection of your PHI.

Uses and Disclosures of Your PHI That Require Your Written Authorization

We are required to obtain your written authorization to use or disclose your PHI, with limited exceptions, for the following reasons:

- **Sale of PHI.** We will request Your written authorization before We make any disclosure that is deemed a sale of Your PHI, meaning that We are receiving compensation for disclosing the PHI in this manner.
- **Marketing.** We will request Your written authorization to use or disclose your PHI for marketing purposes with limited exceptions, such as when We have face-to-face marketing communications with You or when We provide promotional gifts of nominal value.
- **Psychotherapy Notes.** We will request Your written authorization to use or disclose any of Your psychotherapy notes that We may have on file with limited exception, such as for certain treatment, payment or health care operation functions.

Individuals Rights

The following are your rights concerning your PHI. If you would like to use any of the following rights, please contact us using the information at the end of this Notice.

1. ***Right to Revoke an Authorization* -** You may revoke your authorization at any time, the revocation of your authorization must be in writing. The revocation will be effective immediately, except to the extent that we have already taken actions in reliance of the authorization and before we received your written revocation.

****This Notice of Privacy Practices also applies to enrollees in any of the following Health Net entities:** Health Net of California, Inc., Health Net Life Insurance Company, Health Net Health Plan of Oregon, Inc., Managed Health Network LLC, Health Net Community Solutions, Inc. Managed Health Network, LLC (MHN) is a subsidiary of Health Net, Inc. The MHN family of companies includes Managed Health Network, MHN Services and MHN Government Services. Health Net and Managed Health Network are registered service marks of Health Net, Inc. or its affiliates. All rights reserved. Rev. 06/05/2017

2. ***Right to Request Restrictions -*** You have the right to request restrictions on the use and disclosure of your PHI for treatment, payment or healthcare operations, as well as disclosures to persons involved in your care or payment of your care, such as family members or close friends. Your request should state the restrictions you are requesting and state to whom the restriction applies. We are not required to agree to this request. If we agree, we will comply with your restriction request unless the information is needed to provide you with emergency treatment. However, we will restrict the use or disclosure of PHI for payment or health care operations to a health plan when you have paid for the service or item out of pocket in full.
3. ***Right to Request Confidential Communications -*** You have the right to request that we communicate with you about your PHI by alternative means or to alternative locations. This right only applies if the information could endanger you if it is not communicated by the alternative means or to the alternative location you want. You do not have to explain the reason for your request, but you must state that the information could endanger you if the communication means or location is not changed. We must accommodate your request if it is reasonable and specifies the alternative means or location where you PHI should be delivered.
4. ***Right to Access and Receive Copy of your PHI -*** You have the right, with limited exceptions, to look at or get copies of your PHI contained in a designated record set. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practicably do so. You must make a request in writing to obtain access to your PHI. If we deny your request, we will provide you a written explanation and will tell you if the reasons for the denial can be reviewed and how to ask for such a review or if the denial cannot be reviewed.
5. ***Right to Amend your PHI -*** You have the right to request that we amend, or change, your PHI if you believe it contains incorrect information. Your request must be in writing, and it must explain why the information should be amended. We may deny your request for certain reasons, for example if we did not create the information you want amended and the creator of the PHI is able to perform the amendment. If we deny your request, we will provide you a written explanation. You may respond with a statement that you disagree with our decision and we will attach your statement to the PHI you request that we amend. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people you name, of the amendment and to include the changes in any future disclosures of that information.
6. ***Right to Receive an Accounting of Disclosures -*** You have the right to receive a list of instances within the last 6 years period in which we or our business associates disclosed your PHI. This does not apply to disclosure for purposes of treatment, payment, health care operations, or disclosures you authorized and certain other activities. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. We will provide you with more information on our fees at the time of your request.
7. ***Right to Receive a Copy of this Notice -*** You may request a copy of our Notice at any time by using the contact information list at the end of the Notice. If you receive this Notice on our web site or by electronic mail (e-mail), you are also entitled to request a paper copy of the Notice.

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8. ***Right to File a Complaint -*** If you feel your privacy rights have been violated or that we have violated our own privacy practices, you can file a complaint with us in writing or by phone using the contact information at the end of this Notice. For Medi-Cal member complaints, members may also contact the California Department of Health Care Services listed in the next section.

   You can also file a complaint with the Secretary of the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201 or calling 1-800-368-1019, (TTY: 1-866-788-4989) or visiting

   www.hhs.gov/ocr/privacy/hipaa/complaints/.

   WE WILL NOT TAKE ANY ACTION AGAINST YOU FOR FILING A COMPLAINT

Contact Information

If you have any questions about this Notice, our privacy practices related to your PHI or how to exercise your rights you can contact us in writing or by phone using the contact information listed below.

Health Net Privacy Office
Attn: Privacy Official
P.O. Box 9103
Van Nuys, CA 91409

Telephone: 1-800-522-0088
Fax: 1-818-676-8314
Email: Privacy@healthnet.com

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OUTPATIENT PRESCRIPTION DRUG BENEFITS

The preceding sections of this *Policy* provide for coverage for Prescription Drugs obtained while an Inpatient in a Hospital. The provisions which follow are in addition to, and do not replace, any other provision under this *Policy* which may apply to Prescription Drugs. **Subject to the following provisions, all Medically Necessary Prescription Drugs are covered.**

HNL also covers Medically Necessary drugs that are not listed on the Essential Rx Drug List and disposable devices that are medically necessary for the administration of a covered outpatient prescription drug, such as spacers and inhalers for the administration of aerosol outpatient prescription drugs, and syringes for self-injectable outpatient prescription drugs that are not dispensed in pre-filled syringes. An insurer shall provide coverage for the medically necessary dosage and quantity of a drug prescribed for the treatment of a medical condition consistent with professionally recognized standards of practice.

A. DEFINITIONS

The following definitions apply to the coverage provided under this "Outpatient Prescription Drug Benefits" section. Other "Definitions" appearing within this *Policy* also apply to the coverage provided under this "Outpatient Prescription Drug Benefits" section.

1. **AVERAGE WHOLESALE PRICE** for any Prescription Drug is the amount listed in a national pharmaceutical pricing publication, and accepted as the standard price for that drug by HNL.
2. **BLOOD PRODUCTS** are biopharmaceutical products derived from human blood, including but not limited to, blood clotting factors, blood plasma, immunoglobulins, granulocytes, platelets and red blood cells.
3. **BRAND NAME DRUG** is a Prescription Drug or medicine that has been registered under a brand or trade name by its manufacturer and is advertised and sold under that name, and indicated as a brand in the Medi-Span or similar national Database.
4. **COMPOUNDED DRUGS** are prescription orders that have at least one ingredient that is Federal Legend in a therapeutic amount as Medically Necessary and are combined or manufactured by the pharmacist and placed in an ointment, capsule, tablet, solution, suppository, cream or other form and require a prescription order for dispensing.
5. **DRUGS** are: (1) FDA-approved medications that require a prescription either by California or Federal law; (2) insulin, and disposable hypodermic insulin needles and syringes; (3) pen delivery systems for the administration of insulin, as Medically Necessary; (4) diabetic testing supplies (including lancets, lancet puncture devices, blood and urine testing strips, and test tablets); (5) over-the-counter (OTC) drugs with a United States Preventive Services Task Force (USPSTF) rating of A or B; (6) contraceptive drugs and devices, including oral contraceptives, contraceptive rings, patches, diaphragms, sponges, cervical caps, spermicides, female condoms, female OTC contraceptive products when ordered by a Physician or Health Care Provider, and emergency contraceptives; or (7) inhalers and inhaler spacers for the management and treatment of asthma.
6. **GENERIC DRUG** is the pharmaceutical equivalent of a Brand Name Drug whose patent has expired and is available from multiple manufacturers as set out in the Medi-Span database or similar third party database used by HNL. The Food and Drug Administration must approve the Generic drug as meeting the same standards of safety, purity, strength and effectiveness as the Brand Name Drug.
7. **HEALTH NET ESSENTIAL RX DRUG LIST (also known as Essential Rx Drug List)** is list of the Prescription Drugs that are covered under this *Policy*. Drugs not on the Essential Rx Drug List that are Medically Necessary are also covered. The Covered Person may call the Customer Contact Center at the telephone number on his or her Health Net EPO ID card to find out if a particular drug is listed in the Essential Rx Drug List. The Covered Person may also request a copy of the current Essential Rx Drug List, and it will be mailed by HNL. The current Essential Rx Drug List is also available on the internet at www.myhealthnetca.com. It is prepared by HNL and given to all Preferred Providers and Participating Pharmacies. It may be revised periodically. Some drugs in the Essential Rx Drug List may require Prior Authorization in order to be covered.

8. **MAINTENANCE DRUGS** are Prescription Drugs (excluding Specialty Drugs) taken continuously to manage chronic or long term conditions where Covered Persons respond positively to a drug treatment plan with a specific medication at a constant dosage requirement.

9. **MAXIMUM ALLOWABLE COST** for any Prescription Drug is the maximum charge HNL will allow for Generic Drugs, or Brand Name Drugs that have a generic equivalent. A list of Maximum Allowable Cost is maintained on our pharmacy claims processor's website. The Maximum Allowable Cost refers to the upper limit or maximum amount that the plan will pay the pharmacy for Generic Drugs and Brand Name Drugs that have generic versions available ("multi-source brands").

10. **PARTICIPATING PHARMACY** is a facility authorized by HNL to dispense Prescription Drugs to persons eligible for benefits under the terms of this *Policy*. A list of Participating Pharmacies and a detailed explanation of how the program operates has been provided or will be provided by HNL.

11. **PRESCRIPTION DRUG** is a drug or medicine which, according to federal law, can be obtained only by a Prescription Drug Order and is required to bear a label which says, "Caution, Federal Law Prohibits Dispensing Without a Prescription," or is restricted to prescription dispensing by state law. Insulin is also included.

12. **PRESCRIPTION DRUG ALLOWABLE CHARGE** is the charge that Participating Pharmacies and the mail service program have agreed to charge Covered Persons, based on a contract between HNL and such provider.

13. **PRESCRIPTION DRUG COVERED EXPENSES** are the maximum charges HNL will allow for each Prescription Drug Order. The amount of Prescription Drug Covered Expenses varies by whether a Nonparticipating Pharmacy dispenses the order. It is not necessarily the amount the pharmacy will bill. Any expense incurred which exceeds the following amounts is not a Prescription Drug Covered Expense: (a) for Prescription Drug Orders dispensed from a Participating Pharmacy, or through the mail service program, the Prescription Drug Allowable Charge; or (b) for Prescription Drug Orders dispensed by a Nonparticipating Pharmacy, the lesser of the Maximum Allowable Cost or the Average Wholesale Price.

14. **PRESCRIPTION DRUG ORDER** is a written or oral order or refill notice for a specific drug, strength and dosage form (such as a tablet, liquid, syrup or capsule) directly related to the treatment of an illness or injury and which is issued by the attending Physician within the scope of his or her professional license.

15. **PRIOR AUTHORIZATION** is HNL's approval process for certain Prescription Drugs that require preapproval. Physicians must obtain HNL's Prior Authorization before certain drugs will be covered.

16. **NONPARTICIPATING PHARMACY** is a facility not authorized by HNL to be a Participating Pharmacy.

17. **SPECIALTY DRUGS** are specific Prescription Drugs used to treat complex or chronic conditions and usually require close monitoring. These drugs may require special handling, special manufacturing processes, and may have limited pharmacy availability or distribution. Specialty Drugs include drugs that have a significantly higher cost than traditional pharmacy benefit drugs and may be self-administered orally, topically, by inhalation, or by injection (either subcutaneously or intramuscularly). Specialty Drugs can be found in the Health Net Essential Rx Drug List. Specialty drugs not listed on the Essential Rx Drug List that are covered as an exception would be subject to the Copayment or Coinsurance shown in the "Schedule of Benefits." Some Specialty Drugs require Prior Authorization from HNL and must be dispensed through the Specialty Pharmacy Vendor when indicated on the Essential Rx Drug List to be covered.

18. **SPECIALTY PHARMACY VENDOR** is a pharmacy contracted with HNL specifically to provide injectable medications.

19. **TIER I DRUGS** are most Generic Drugs and low-cost preferred Brand Name Drugs listed in the Health Net Essential Rx Drug List and that are not excluded or limited from coverage.

20. **TIER II DRUGS** are non-preferred Generic Drugs, preferred Brand Name Drugs, insulin, diabetic supplies and certain Brand Name Drugs with a generic equivalent listed in the Health Net Essential Rx Drug List and that are not excluded or limited from coverage.

21. **TIER III DRUGS** are non-preferred Brand Name Drugs, drugs listed as Tier III Drugs in the Essential Rx Drug List, Brand Name Drugs with a generic equivalent (when Medically Necessary) that are not listed on the Essential Rx Drug List, drugs indicated as “NF”, if approved, or Prescription Drugs that are not listed in the Health Net Essential Rx Drug List, which are not excluded or limited from coverage. Some Tier III Drugs require Prior Authorization from HNL in order to be covered.

    In some cases, a 30-consecutive-calendar-day supply of medication may not be an appropriate drug treatment plan according to the Food and Drug Administration (FDA) or HNL's usage recommendation. If this is the case, the amount of medication dispensed may be less than a 30-consecutive-calendar day supply.

B. BENEFITS

Outpatient Prescription Drug Benefits shall be provided if a Covered Person, while covered under this *Policy*, incurs an expense for Prescription Drugs which were prescribed by any Physician who is a Preferred Provider. HNL will pay the Prescription Drug Covered Expense (less any applicable Deductible, Copayment or Coinsurance) up to the benefit maximums as stated in the "Schedule of Benefits" section.

When the Covered Person meets the Out-of-Pocket Maximum in a Calendar Year, no further Prescription Drug Copayment or Coinsurance will be required from that Covered Person for the remainder of the year. Refer to the “Schedule of Benefits” section under “Outpatient Prescription Drug Benefits,” for more details.

Coverage includes disposable devices that are Medically Necessary for the administration of a covered outpatient Prescription Drug.

Health Net Essential Rx Drug List (also known as Essential Rx Drug List)
HNL developed the Essential Rx Drug List to identify the safest and most effective medications for HNL Covered Persons while attempting to maintain affordable pharmacy benefits. We specifically suggest to all Preferred Providers that they refer to this Essential Rx Drug List when choosing drugs for patients who are HNL Covered Persons. When Your Physician prescribes medications listed in the Essential Rx Drug List, it is ensured that You are receiving a high quality and high value prescription medication. In addition, the Essential Rx Drug List identifies whether a Generic version of a Brand Name Drug exists, and whether the drug requires Prior Authorization.

HNL also covers drugs that are not on the Essential Rx Drug List at the Tier III Drug Copayment level. If a drug is not on the Essential Rx Drug List, and is not specifically excluded from coverage, Prior Authorization is required as shown in "Prior Authorization Process" below.

Diabetic Drugs and Supplies on the Essential Rx Drug List
Prescription Drugs for the treatment of diabetes (including insulin) are covered as stated in the Essential Rx Drug List. Diabetic supplies are also covered, including, but not limited to, specific brands of pen delivery systems, specific brands of disposable insulin needles and syringes, disposable insulin pen needles, specific brands of blood glucose monitors and test strips (specific brand only), Ketone test strips, lancet puncture devices and lancets used in monitoring blood glucose levels. Refer to the "Schedule of Benefits" section for details about the supply amounts that are covered at the applicable Copayment, after satisfying the Calendar Year Deductible.

Preventive Drugs and Women’s Contraceptives
Preventive drugs, including smoking cessation drugs, and women’s contraceptives are covered as shown in the "Schedule of Benefits" section of this *Policy*. Covered preventive drugs are over-the-counter drugs or Prescription Drugs that are used for preventive health purposes per the U.S. Preventive Services Task Force A and B recommendations.

Covered contraceptives through this Pharmacy benefit are all FDA-approved contraceptives for women that are either available over-the-counter or are only available with a Prescription Drug Order, including, but not limited to, contraceptive rings diaphragms, sponges, female condoms, cervical caps and spermicides. Women’s contraceptives that are covered under this Prescription Drug benefit include vaginal, oral, transdermal and emergency contraceptives. For a complete list of contraceptive products covered under the Prescription Drug benefit, please refer to the Essential Rx Drug List.

Over-the-counter preventive drugs and women's contraceptives that are covered under this Plan require a Prescription Drug Order. You must present the Prescription Drug Order at a Health Net Participating Pharmacy to obtain such drugs or contraceptives.

Intrauterine devices (IUDs), injectable and implantable contraceptives are covered as a medical benefit when administered by a Physician. Please refer to the "Medical Benefits" section, under the headings "Preventive Care Services" and "Family Planning" for information regarding contraceptives covered under the medical benefit.

You may use the Prior Authorization process to obtain coverage at no cost for a therapeutic equivalent of a contraceptive that is not on the Essential Rx Drug List, such as the brand name equivalent of a covered generic contraceptive. If your Physician determines that it is Medically Necessary and provides that information to HNL, your contraceptive will be covered at no cost to you. This request is not subject to denial by HNL.

HNL covers up to a 12-consecutive-calendar-month supply of covered FDA-approved, self-administered hormonal contraceptives when dispensed or furnished at one time by a contracted health care provider or pharmacist.

Specialty Drugs
Specialty Drugs listed in the Health Net Essential Rx Drug List are covered when Prior Authorization is obtained from HNL and the drugs are dispensed through HNL's Specialty Pharmacy Vendor. These drugs include self-administered injectable and other drugs that have significantly higher cost than traditional pharmacy benefit drugs. Please note that needles and syringes required to administer the self-injected medications are covered only when obtained through the Specialty Pharmacy Vendor.

Self-administered injectable medications are defined as drugs that are:

- Medically Necessary;
- Administered by the patient or family member; either subcutaneously or intramuscularly;
- Deemed safe for self-administration as determined by HNL's Pharmacy and Therapeutics Committee;
- Included in the Health Net Essential Rx Drug List; and
- Shown on the Essential Rx Drug List as requiring Prior Authorization.

Certain specified *Specialty Drugs or drugs with limited distribution* must be obtained through a contracted specialty pharmacy. These specified Specialty Drugs that must be obtained through the specialty pharmacy program are limited up to a 30-day supply. The specialty pharmacy program will deliver Your medication to You by mail or common carrier. These drugs are subject to the applicable Copayments or Coinsurances listed under "Outpatient Prescription Drugs" in the "Schedule of Benefits."

If You are out of a Specialty Drug which must be obtained through the specialty pharmacy program, HNL will authorize an override of the specialty pharmacy program requirement for 72-hours, or until the next business day following a holiday or weekend, to allow You to get an emergency supply of medication if Your doctor decides that it is appropriate and Medically Necessary. You may have to pay the applicable Copayment.

Smoking Cessation Coverage
Over-the-counter drugs and drugs that require a prescription in order to be dispensed for the relief of nicotine withdrawal symptoms are covered. Over-the-counter smoking cessation drugs that are covered under this Plan require a Prescription Drug Order. You must present the Prescription Drug Order at a Health Net Participating Pharmacy to obtain such drugs. For all FDA-approved tobacco cessation medications, no limits will be imposed on the number of days that are covered, regardless of whether the medications are taken alone or in combination.

Smoking cessation programs are covered by HNL. For information regarding smoking cessation behavioral modification support programs available through HNL, contact the Customer Contact Center at the telephone number on the HNL ID card or visit Our website at www.myhealthnetca.com.

Tier I Drugs (Generic Drugs) and Tier II Drugs (Preferred Brand Name Drugs)
Prescription Drugs listed in the Health Net Essential Rx Drug List are covered, when dispensed by Participating Pharmacies and prescribed by a Physician, an authorized referral specialist or an emergent or urgent care Physician. Some Prescription Drugs require Prior Authorization from HNL to be covered.

Tier III Drugs (non-preferred Brand Name Drugs, drugs listed as Tier III Drugs in the Essential Rx Drug List, Brand Name Drugs with a generic equivalent (when Medically Necessary) that are not listed on the Essential Rx Drug List or drugs not listed in the Essential Rx Drug List)
Tier III Drugs are covered. Some Prescription Drugs that are not on the Essential Rx Drug List require Prior Authorization from HNL to be covered.

In some cases, a 30-consecutive-calendar-day supply of medication may not be an appropriate drug treatment plan according to the Food and Drug Administration (FDA) or HNL's usage recommendation. If this is the case, the amount of medication dispensed may be less than a 30-consecutive-calendar-day supply.

If a drug is not on the Essential Rx Drug List, and is not specifically excluded from coverage, your Physician can ask for an exception. To request an exception, your Physician can submit a Prior Authorization request along with a statement supporting the request. Requests for Prior Authorization may be submitted electronically or by telephone or facsimile. If we approve an exception for a drug that is not on the Essential Rx Drug List, the non-preferred Brand Name Drug tier (Tier III) or Specialty Copayment applies. If You are suffering from a condition that may seriously jeopardize Your life, health, or ability to regain maximum function, or if You are undergoing a current course of treatment using a drug that is not on the Essential Rx Drug List, then You, Your designee or Your Physician can request an expedited review. Expedited requests for prior authorization will be processed within 24 hours after HNL’s receipt of the request and standard requests will be processed within 72 hours.

If you are denied Prior Authorization, you may request an independent review or go through the binding arbitration remedy shown in the "Independent Medical Review of Grievances Involving a Disputed Health Care Service" and "Arbitration" provisions of the "Specific Provisions" section of this *Policy.*

Off-Label Drugs
A Prescription Drug prescribed for a use that is not stated in the indications and usage information published by the manufacturer is covered only if the drug meets all of the following coverage criteria:

1. The drug is approved by the Food and Drug Administration; AND
2. The drug meets one of the following conditions:
    A. The drug is prescribed by a participating licensed health care professional for the treatment of a life-threatening condition; OR
    B. The drug is prescribed by a participating licensed health care professional for the treatment of a chronic and seriously debilitating condition, the drug is Medically Necessary to treat such condition and the drug is either on the Essential Rx Drug List or Prior Authorization by HNL has been obtained; AND
3. The drug is recognized for treatment of the life-threatening or chronic and seriously debilitating condition by one of the following:
    A. The American Hospital Formulary Service Drug Information; OR
    B. One of the following compendia, if recognized by the federal Centers for Medicare and Medicaid Services as part of an anticancer therapeutic regimen:
        i. The Elsevier Gold Standard’s Clinical Pharmacology.
        ii. The National Comprehensive Cancer Network Drug and Biologics Compendium.
        iii. The Thomson Micromedex DrugDex; OR
    C. Two articles from major peer reviewed medical journals that present data supporting the proposed off-label use or uses as generally safe and effective unless there is clear and convincing contradictory evidence presented in a major peer reviewed medical journal.

The following definitions apply to the terms mentioned in this provision only.

"Life-threatening" means either or both of the following:

1. Diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted;

2. Diseases or conditions with potentially fatal outcomes, where the end point of clinical intervention is survival.

"Chronic and seriously debilitating" refers to diseases or conditions that require ongoing treatment to maintain remission or prevent deterioration and cause significant long-term morbidity.

Any coverage required for Off-Label Drugs shall also include Medically Necessary services associated with the administration of a drug, subject to the conditions of the *Policy*.

C. PRIOR AUTHORIZATION PROCESS:

Prior Authorization status is included in the Essential Rx Drug List. The Essential Rx Drug List identifies which drugs require Prior Authorization. A Physician must get approval from HNL before writing a Prescription Drug Order for a drug that is listed as requiring Prior Authorization, in order for the drug to be covered by HNL. Step therapy exceptions are also subject to the Prior Authorization process. You may refer to our website at www.myhealthnetca.com to review the drugs that require a Prior Authorization as noted in the Essential Rx Drug List.

Requests for Prior Authorization may be submitted electronically or by telephone (at the telephone number shown on you HNL identification card) or facsimile (1-800-314-6623). Urgent requests from Physicians (including pain medications for terminally ill Covered Persons) for authorization are processed, and prescribing providers notified of HNL's determination as soon as possible, not to exceed 24 hours, after HNL's receipt of the request. A Prior Authorization request is urgent when an insured is suffering from a health condition that may seriously jeopardize the insured's life, health, or ability to regain maximum function. Routine requests from Physicians are processed, and prescribing providers notified of HNL's determination in a timely fashion, not to exceed 72 hours following receipt of the request. If HNL fails to respond within the required time limit, the Prior Authorization request is deemed granted.

If a drug is not on the Essential Rx Drug List, and is not specifically excluded from coverage, your Physician can ask for an exception. To request an exception, your Physician can submit a Prior Authorization request along with a statement supporting the request. Requests for Prior Authorization may be submitted electronically or by telephone or facsimile. If we approve an exception for a drug that is not on the Essential Rx Drug List, the non-preferred Brand Name Drug tier (Tier III) or Specialty Copayment applies. If You are suffering from a condition that may seriously jeopardize Your life, health, or ability to regain maximum function, or if You are undergoing a current course of treatment using a drug that is not on the Essential Rx Drug List, then You, Your designee or Your Physician can request an expedited review. Expedited requests for an exception will be processed, and You, Your designee and the prescribing providers will be notified, within 24 hours after HNL's receipt of the request. Standard requests for an exception will be processed, and You, Your designee and the prescribing provider will be notified within 72 hours after HNL's receipt of the request.

If you are denied a request for a drug not on the Essential Rx Drug List, you, your designee or your prescribing physician may request that the original exception request and subsequent denial of such request be reviewed by an independent review organization. HNL will make its determination on the external exception request and notify you, your designee or your prescribing physician of its coverage determination no later than 72 hours following receipt of a standard request and no later than 24 hours following receipt of an expedited exception request.

If a drug is eliminated from the Essential Rx Drug List, HNL will continue to cover the drug for Covered Persons who were taking the drug when it was eliminated, provided that the drug is appropriately prescribed and is safe and effective for treating the Covered Person's medical condition.

You may use the Prior Authorization process to obtain coverage at no cost for a prescription contraceptive that is not on the Essential Rx Drug List or the brand name equivalent of a covered generic contraceptive that is unavailable. HNL will cover the contraceptive if Your Physician determines that it is Medically Necessary and submits a Prior Authorization request. This request is not subject to denial by HNL.

HNL will evaluate the submitted information upon receiving Your Physician's request for Prior Authorization and make a determination based on established clinical criteria for the particular medication. The criteria used for Prior Authorization are developed and based on input from the Health Net Pharmacy and Therapeutics Committee as well as Physician experts. Your Physician may contact HNL to obtain the usage guidelines for specific medications.

Once a medication is approved, its authorization becomes effective immediately. The approval will be for the duration of the prescription for maintenance medications or a specified time frame for other medications. HNL will cover Drugs not on the Essential Rx Drug List for the duration of the prescription, including refills, when a Covered Person receives such coverage through a standard exception request. When a Covered Person obtains coverage for Drugs not on the Essential Rx Drug List through an expedited exception request, HNL will cover such Drugs for the duration of the exigency.

If you do not receive Prior Authorization for a medication, You will need to pay the full cost of the Prescription Drug dispensed and submit a claim to HNL for reimbursement. You will be reimbursed at HNL's contracted rate less the Copayment or Coinsurance shown in the "Schedule of Benefits" section. You will be subject to a penalty of 50% of the Average Wholesale Price if Prior Authorization was not obtained, except for Emergency or Urgently Needed care.

If you are denied Prior Authorization, you may request an independent review or go through the binding arbitration remedy shown in the "Independent Medical Review of Grievances Involving a Disputed Health Care Service" and "Arbitration" provisions of the "Specific Provisions" section of this *Policy.*

D. STEP THERAPY

Step therapy is a process in which You may need to use one type of Prescription Drug before HNL will cover another one. We check certain Prescription Drugs to make sure that proper prescribing guidelines are followed. These guidelines help you get high quality and cost effective Prescription Drugs. Exceptions to the step therapy process are subject to Prior Authorization. However, if You were taking a Prescription Drug for a medical condition under a previous plan before enrolling in this Health Net EPO plan, You will not be required to use the step therapy process to continue using the Prescription Drug.

WHO IS ON THE HEALTH NET PHARMACY AND THERAPEUTICS COMMITTEE AND HOW ARE DECISIONS MADE? The Pharmacy and Therapeutics Committee ("Committee") develops, maintains, and oversees the Essential Rx Drug List. The Committee meets each quarter, and maintains written documentation of its decisions and the rationale informing its decisions.

Committee membership includes actively practicing Physicians of various medical specialties from HNL contracting Physician groups and clinical pharmacists. HNL recruits voting members from contracting Physician groups throughout California based on their experience, knowledge, and expertise. Frequently, the Committee consults external physician experts for additional medical input. Neither voting members of the Committee nor the external medical professionals with whom the Committee consults are HNL employees, and this ensures decisions are unbiased and without conflicts of interest.

Additions to the Essential Rx Drug List are subject to a vote by the Committee, which may be based on the medical input from external physician experts. Moreover, in developing or modifying the Essential Rx Drug List, the Committee's responsibilities include the following:

a. Developing and documenting procedures to ensure appropriate drug review and inclusion;

b. Basing clinical decisions on the strength of the scientific evidence and standards of practice, including assessing peer-reviewed medical literature, pharmacoeconomic studies, outcomes research data, and other related information;

c. Considering the therapeutic advantages of drugs in terms of safety and efficacy when selecting formulary drugs;

d. Reviewing policies that guide exceptions and other utilization management processes, including drug utilization review, quantity limits, and therapeutic interchange;

e. Evaluating and analyzing treatment protocols and procedures related to the insurer's formulary at least annually;

f. Reviewing and approving all clinical prior authorization criteria, step therapy protocols, and quantity limit restrictions applied to each covered drug;

g. Reviewing new United States Food and Drug Administration-approved drugs and new uses for existing drugs;

h. Ensuring HNL's Essential Rx Drug List cover a range of drugs across a broad distribution of therapeutic categories and classes and recommended drug treatment regimens that treat all disease states, and do not discourage enrollment by any group of insureds; and

i. Ensuring HNL's Essential Rx Drug List provides appropriate access to drugs that are included in broadly accepted treatment guidelines and that are indicative of general best practices at the time.

E. PRESCRIPTION DRUGS DISPENSED BY A PARTICIPATING PHARMACY

You must purchase covered drugs at a Participating Pharmacy under this Plan.

HNL is contracted with many major pharmacy chains, supermarket based pharmacies and privately owned neighborhood pharmacies in California.

To find a conveniently located Participating Pharmacy, please visit Our website at www.myhealthnetca.com or call the Customer Contact Center at the telephone number on the HNL ID Card. The Covered Person, upon presentation of a valid Health Net EPO Identification Card which indicates coverage for Prescription Drugs, shall be entitled to have a Prescription Drug Order filled by a Participating Pharmacy for up to a 30 consecutive calendar day supply per prescription, subject to the following:

(If the Health Net EPO Identification Card has not been received or if it has been lost, refer to the subsection titled "When the Health Net EPO Identification Card is Not in the Covered Person's Possession" below.)

a. **IF A GENERIC DRUG IS DISPENSED** by a Participating Pharmacy, after satisfying the Calendar Year Deductible, the Covered Person must pay the Participating Pharmacy the Copayment specified in the "Schedule of Benefits" for each Generic Drug dispensed.

b. **IF A BRAND NAME DRUG IS DISPENSED** by a Participating Pharmacy and there is an equivalent Generic Drug available, the Covered Person must obtain Prior Authorization and pay the Calendar Year Deductible and the Tier II, Tier III, or Tier IV Drug (Specialty Drug) Copayment or Coinsurance, as applicable. If the applicable Copayment is more than the pharmacy's retail charge, the retail charge will apply.

   A Covered Person may avoid paying this additional amount by requesting that the Tier I Generic Drug be substituted.

F. SPECIALTY DRUGS DISPENSED BY THE SPECIALTY PHARMACY VENDOR

Specialty Drugs must be obtained through the Specialty Pharmacy Vendor. Once the Prior Authorization request has been approved by HNL, HNL will forward the prescription order to the Specialty Pharmacy Vendor. The Specialty Pharmacy Vendor may contact You directly to coordinate the delivery of Your medications.

The Specialty Pharmacy Vendor may dispense up to a 30-consecutive-calendar-day supply for each Prescription Drug Order or for each refill at the appropriate time interval. In some cases, a 30-consecutive-calendar-day supply of medication may not be an appropriate drug treatment plan according to the Food and Drug Administration (FDA) or HNL's usage recommendation. If this is the case, the amount of medication dispensed may be less than a 30-consecutive-calendar-day supply.

G. PRESCRIPTION DRUGS DISPENSED BY A NONPARTICIPATING PHARMACY

There are **no benefits** for Prescription Drugs which are dispensed by Nonparticipating Pharmacies. The only exceptions are those Prescription Drugs used in conjunction with Emergency Care and Urgent Care.

H. PRESCRIPTION DRUGS DISPENSED THROUGH THE MAIL SERVICE PRESCRIPTION DRUG PROGRAM

If the Covered Person's prescription is for a Maintenance Drug, the Covered Person shall be entitled to have a Prescription Drug Order filled through a mail delivery program selected by HNL. Through this program a Covered Person can receive, through the mail, up to a 90-day supply of a Maintenance Drug when so prescribed. In some cases a 90-consecutive calendar day supply of medication may not be an appropriate drug treatment plan, according to FDA or HNL usage guidelines. After satisfying the Calendar Year Deductible, the applicable mail order Copayments or the mail order pharmacy's retail charge, whichever is less, will be required.

To use this program, the Covered Person must place an order through the mail by completing a Prescription Mail Order Form. It must be accompanied by the original Prescription Drug Order, not a copy. The Prescription Mail Order Form and an explanation of how to use the program will be provided by HNL upon request. Please call The Customer Contact Center at the telephone number shown on Your HNL ID Card.

When a Brand Name Drug is dispensed, but there is an equivalent Generic Drug available, the Covered Person will need Prior Authorization and will be billed the Calendar Year Deductible and the Tier II, Tier III or Tier IV Drug (Specialty Drug) Copayment or Coinsurance, as applicable.

A Covered Person may avoid paying this additional amount by requesting that the Generic Drug be substituted.

Note:

Schedule II narcotic, analgesics, sexual dysfunction, smoking cessation drugs and specialty drugs are not covered through the mail order program. Refer to the "Exclusions" section below for more information.

Specialty Drugs are only covered when dispensed through the Specialty Pharmacy Vendor, as described above, and are not covered through any other mail-order prescription drug program.

I. WHEN THE HEALTH NET EPO IDENTIFICATION CARD IS NOT IN THE COVERED PERSON'S POSSESSION

If the Covered Person needs to have a Prescription Drug Order filled by a Participating Pharmacy and has not received a Health Net EPO Identification Card, or it has been lost, the Covered Person must pay the cost of the drug(s). The Covered Person may then be entitled to reimbursement minus the applicable Copayment. After the Health Net EPO Identification Card has been received, the Covered Person must file a claim. Claim forms will be provided by HNL upon request.

J. GENERAL PROVISIONS

The following "General Provisions" apply to the coverage provided under this section. Other General Provisions appearing within this *Policy* also apply.

- Expense must be incurred on or after the Covered Person's Effective Date of coverage under this *Policy* and prior to termination of such coverage. An expense will be considered to have been incurred on the date that the Prescription Drug is dispensed.
- The amount of Prescription Drugs (including insulin) which may be dispensed per Prescription Drug Order or refill at a pharmacy will be in quantities normally prescribed by a Physician up to and including a thirty (30) consecutive calendar day supply, provided that a 30-consecutive calendar day supply is within the FDA's guidelines for indicated usage. This 30-consecutive calendar day maximum is applicable to all forms of the Prescription Drug, including pills, vials, ampoules, tubes, manufacturer's packages or inhalers.
- Up to a 90 consecutive calendar day supply of Maintenance Drugs (see the "Definitions" subsection above) may be dispensed through the Mail Service Prescription Drug Program. Prescription Drugs that are not Maintenance Drugs will also be dispensed by the mail order program, but the quantity dispensed may be less than a 90 day quantity. For information, the Covered Person should call the mail order program at **1-888-858-2951**.
- Compounded Drugs are prescription orders that have at least one ingredient that is Federal Legend or state restricted in a therapeutic amount as Medically Necessary and are combined or manufactured by the pharmacist and placed in an ointment, capsule, tablet, solution, suppository, cream or other form and require a prescription order for dispensing. Refer to the "Off-Label Drugs" provision in this section for information about FDA approved drugs for off-label use. Coverage for Compounded Drugs requires the Tier III Drug Copayment and is subject to Prior Authorization by HNL and Medical Necessity. HNL covers compounded medication(s) when:
    - The compounded medication(s) include at least one Drug, as defined;
    - There are no FDA-approved, commercially available, medically appropriate alternative(s);
    - The drug is not on the FDA's "Do Not Compound" list;

- The compounded medication is self-administered; and
- Medical literature supports its use for the requested diagnosis.

- Any Participating Pharmacy furnishing benefits to the Covered Person does so as an independent contractor and HNL shall not be liable for any claim or demand on account of damages arising out of or in any manner connected with any injuries suffered by the Covered Person.
- HNL shall not be liable for any claim or demand on account of damages arising out of or in any manner connected with the manufacturing, compounding, dispensing or use of any Prescription Drug covered under this *Policy*.
- HNL retains the right to replace any third-party contracting agency through which Covered Persons may be required to obtain Prescription Drugs. If HNL should replace any such third-party contracting agency, the Policyholder would be notified of all new procedures. HNL also retains the right to modify the program with due notice to Covered Persons.

K. EXCLUSIONS:

In addition to any applicable "General Exclusions and Limitations" contained elsewhere in this *Policy*, the following "Exclusions" shall apply to the coverage described under this "Outpatient Prescription Drugs" section.

Note: Services or supplies excluded under the Outpatient Prescription Drug Benefit may be covered under Your medical benefits portion of this *Policy*. Please refer to the "Medical Benefits" section for more information.

- Prescription Drugs which are covered by any other benefits provided by this *Policy*, including any drugs provided for outpatient infusion therapy, delivered or administered to the patient by the attending Physician, or billed by a Hospital or Skilled Nursing Facility, are not covered.
- Drugs prescribed for a condition or treatment that is not covered by this *Policy*. However, the *Policy* does cover Medically Necessary drugs for a medical condition directly related to noncovered services when complications exceed routine follow-up care (such as life-threatening complications of cosmetic surgery).
- Services or supplies for which the Covered Person is not legally required to pay.
- Services or supplies for which no charge is made.
- Medical equipment and supplies (including insulin), that are available without a prescription, are covered only when prescribed by a Physician for the management and treatment of diabetes, for preventive purposes in accordance with the U.S. Preventive Services Task Force A and B recommendations, or for female contraception. In addition, disposable devices that are Medically Necessary for the administration of a covered outpatient Prescription Drug are covered. No other devices are covered, even if prescribed by a Physician.

  Any other non-prescription drugs, equipment or supplies which can be purchased without a Prescription Drug Order, even if a Physician writes a Prescription for such drug, equipment or supply unless specifically listed on the Essential Rx Drug List. These are commonly called over-the-counter drugs. Insulin is an exception to this rule. However, if a higher dosage form of a non-prescription drug or over-the-counter drug is only available by prescription, that higher dosage drug will be covered.
- Drugs prescribed for cosmetic or enhancement purposes, including and not limited to those intended to treat wrinkles, baldness or conditions of hair loss, athletic performance, anti-aging and mental performance are not covered. Examples of these drugs that are excluded when prescribed for such conditions include, but are not limited to, Latisse, Renova, Vaniqua, Propecia or Lustra. This exclusion does not exclude coverage for drugs when pre-authorized as Medically Necessary to treat a diagnosed medical condition affecting memory, including but not limited to, Alzheimer’s dementia, Medically Necessary drugs to treat sexual dysfunction and Medically Necessary Drugs to treat morbid obesity.
- Cosmetics and health or beauty aids.
- Weight-loss aids, however drugs for the treatment of morbid obesity are covered.

- Drugs used as dietary or nutritional supplements (including vitamins and nutritional supplements), even when prescribed in combination with a prescription drug product, unless listed in the Essential Rx Drug List. Phenylketonuria (PKU) is covered under the medical benefit (see the "Phenylketonuria" provision of the "Medical Benefits" section).
- Drugs when prescribed to shorten the duration of the common cold.
- Allergy desensitization products are not covered as Prescription Drugs, whether administered by injection or drops placed in the nose or mouth (transmucosal absorption), for the purpose of treating allergies by desensitization (to lessen or end the person's allergic reactions). (These products are sometimes described as "allergy serum.") Allergy serum is covered as a medical benefit. See the "Visits to a Health Care Provider's Office or Clinic" portion of the "Schedule of Benefits" section and the "Allergy Testing and Treatment" provision in the "Medical Benefits" section.
- Prescription Drugs or medicines delivered or administered to the patient by the attending Physician, or which are billed by a Hospital or Skilled Nursing Facility, or are covered under another section of this *Policy*.
- Hypodermic syringes and needles are limited to specific brands of insulin needles, syringes and specific brands of pen devices. In addition, disposable devices that are Medically Necessary for the administration of a covered outpatient Prescription Drug are covered. Needles and syringes required to administer self-injected medications (other than insulin) will be provided through Our Specialty Pharmacy Vendor under the medical benefit. All other syringes and needles are not covered.
- Medications limited by law to Investigational use, prescribed for Experimental purposes or prescribed for indications not approved by the Food and Drug Administration (unless the drug is being prescribed or administered by a licensed health care professional for the treatment of a life-threatening or chronic and seriously debilitating condition and the Off-Label use of the drug for that purpose has generally been recognized as safe and effective as described in this section) unless independent review deems them appropriate as described in the "Independent Medical Review of Investigational or Experimental Therapies" portion of the "Specific Provisions" section of this *Policy*.
- Self-administered injectable drugs are covered under the Pharmacy benefit. Surgically implanted drugs are covered under the medical benefit (see the "Surgically Implanted Drugs" provision in the "Medical Benefits" section). However, self-administered injectable drugs, as described in the Essential Rx Drug List, are covered.
- Drugs on the Essential Rx Drug List when Medically Necessary for treating sexual dysfunction are limited to the quantity listed on the Drug List.
- Lost, stolen or damaged drugs are not covered. The Covered Person will have to pay the retail price for replacing them.
- Schedule II narcotic drugs are not covered through mail order. Schedule II drugs are drugs classified by the Federal Drug Enforcement Administration as having a high abuse risk but also safe and accepted medical uses in the United States.
- Supply amounts for prescriptions that exceed the Food and Drug Administration's (FDA) or HNL's indicated usage recommendation unless Medically Necessary, and Prior Authorization are obtained from HNL. Drugs that are not approved by the FDA are not covered.
- Some drugs are subject to specific quantity limitations per Copayment or Coinsurance, whichever is applicable, based on recommendations for use by the FDA or HNL's usage guidelines. Medications taken on an "as-needed" basis may have a Copayment or Coinsurance based on a specific quantity, standard package, vial, ampoule, tube, or other standard unit. In such a case, the amount of medication dispensed may be less than a 30-consecutive-calendar-day supply. If Medically Necessary, Your Physician may request a larger quantity from HNL.
- Individual doses of medication dispensed in plastic, unit does, or foil packages (unit dose packaging) and dosage forms used for convenience, unless Medically Necessary or only available in that form.
- Unit dose or "bubble" packaging (an individual dose of medication dispensed in plastic or foil packages).

- Drugs used for diagnostic purposes are not covered. Diagnostic drugs are covered under the medical benefit when Medically Necessary.
- Irrigation solutions and saline solutions are not covered.

NOTICE OF LANGUAGE SERVICES

English
No Cost Language Services. You can get an interpreter. You can get documents read to you and some sent to you in your language. For help, call the Customer Contact Center at the number on your ID card or call Individual & Family Plan (IFP) Off Exchange: 1-800-839-2172 (TTY: 711). For California marketplace, call IFP On Exchange 1-888-926-4988 (TTY: 711) or Small Business 1-888-926-5133 (TTY: 711). For Group Plans through Health Net, call 1-800-522-0088 (TTY: 711).

Arabic
خدمات لغوية مجانية. يمكننا أن نوفر لك مترجم فوري. ويمكننا أن نقرأ لك الوثائق بلغتك. للحصول على المساعدة اللازمة، يرجى التواصل مع مركز خدمة العملاء عبر الرقم المبين على بطاقتك أو الاتصال بالرقم الفرعي لخطة الأفراد والعائلة: 1-800-839-2172 (TTY: 711). للتواصل في كاليفورنيا، يرجى الاتصال بالرقم الفرعي لخطة الأفراد والعائلة عبر الرقم: 1-888-926-4988 (TTY: 711) أو المشروعات الصغيرة 1-888-926-5133 (TTY: 711). لخطط المجموعة عبر Health Net، يرجى الاتصال بالرقم 1-800-522-0088 (TTY: 711).

Armenian
Անվճար լեզվական ծառայություններ: Դուք կարող եք բանավոր թարգմանիչ ստանալ: Փաստաթղթերը կարող են կարդալ ձեր լեզվով: Օգնության համար զանգահարեք Հաճախորդների սպասարկման կենտրոն ձեր ID քարտի վրա նշված հեռախոսահամարով կամ զանգահարեք Individual & Family Plan (IFP) Off Exchange՝ 1-800-839-2172 հեռախոսահամարով (TTY՝ 711): Կալիֆորնիայի համար զանգահարեք IFP On Exchange՝ 1-888-926-4988 հեռախոսահամարով (TTY՝ 711) կամ Փոքր բիզնեսի համար՝ 1-888-926-5133 հեռախոսահամարով (TTY՝ 711): Health Net-ի Խմբային ծրագրերի համար զանգահարեք 1-800-522-0088 հեռախոսահամարով (TTY՝ 711):

Chinese
免費語言服務。您可使用口譯員服務。您可請人將文件唸給您聽並請我們將某些文件翻譯成您的語言寄給您。如需協助，請撥打您會員卡上的電話號碼與客戶聯絡中心聯絡或者撥打健康保險交易市場外的 Individual & Family Plan (IFP) 專線：1-800-839-2172（聽障專線：711）。如為加州保險交易市場，請撥打健康保險交易市場的 IFP 專線 1-888-926-4988（聽障專線：711），小型企業則請撥打 1-888-926-5133（聽障專線：711）。如為透過 Health Net 取得的團保計畫，請撥打 1-800-522-0088（聽障專線：711）。

Hindi
बिना शुल्क भाषा सेवाएं। आप एक दुभाषिया प्राप्त कर सकते हैं। आप दस्तावेजों को अपनी भाषा में पढ़वा सकते हैं। मदद के लिए, अपने आईडी कार्ड में दिए गए नंबर पर ग्राहक सेवा केंद्र को कॉल करें या व्यक्तिगत और फैमिली प्लान (आईएफपी) ऑफ एक्सचेंज: 1-800-839-2172 (TTY: 711) पर कॉल करें। कैलिफोर्निया बाजारों के लिए, आईएफपी ऑन एक्सचेंज 1-888-926-4988 (TTY: 711) या स्मॉल बिजनेस 1-888-926-5133 (TTY: 711) पर कॉल करें। हेल्थ नेट के माध्यम से ग्रुप प्लान के लिए 1-800-522-0088 (TTY: 711) पर कॉल करें।

Hmong
Tsis Muaj Tus Nqi Pab Txhais Lus. Koj tuaj yeem tau txais ib tus kws pab txhais lus. Koj tuaj yeem muaj ib tus neeg nyeem cov ntaub ntawv rau koj ua koj hom lus hais. Txhawm rau pab, hu xovtooj rau Neeg Qhua Lub Chaw Tiv Toj ntawm tus npawb nyob ntawm koj daim npav ID lossis hu rau Tus Neeg thiab Tsev Neeg Qhov Kev Npaj (IFP) Ntawm Kev Sib Hloov Pauv: 1-800-839-2172 (TTY: 711). Rau California qhov chaw kiab khw, hu rau IFP Ntawm Qhov Sib Hloov Pauv 1-888-926-4988 (TTY: 711) lossis Lag Luam Me 1-888-926-5133 (TTY: 711). Rau Cov Pab Pawg Chaw Npaj Kho Mob hla Health Net, hu rau 1-800-522-0088 (TTY: 711).

Japanese
無料の言語サービスを提供しております。通訳者もご利用いただけます。日本語で文書をお読みすることも可能です。ヘルプが必要な場合は、IDカードに記載されている番号で顧客連絡センターまでお問い合わせいただくか、Individual & Family Plan（IFP）（個人・家族向けプラン）Off Exchange：1-800-839-2172（TTY：711）までお電話ください。カリフォルニア州のマーケットプレイスについては、IFP On Exchange 1-888-926-4988（TTY：711）または Small Business 1-888-926-5133（TTY：711）までお電話ください。Health Netによるグループプランについては、1-800-522-0088（TTY：711）までお電話ください。

Khmer
សេវាភាសាដោយឥតគិតថ្លៃ។ លោកអ្នកអាចទទួលបានអ្នកបកប្រែផ្ទាល់មាត់។ លោកអ្នកអាចស្តាប់គេអានឯកសារឱ្យលោកអ្នកជាភាសារបស់លោកអ្នក។ សម្រាប់ជំនួយ សូមហៅទូរស័ព្ទទៅកាន់មជ្ឈមណ្ឌលទំនាក់ទំនងអតិថិជនតាមលេខដែលមាននៅលើប័ណ្ណសម្គាល់ខ្លួនរបស់លោកអ្នក ឬហៅទូរស័ព្ទទៅកាន់កម្មវិធី Off Exchange របស់គម្រោងជាលក្ខណៈបុគ្គល និងក្រុមគ្រួសារ (IFP) តាមរយៈលេខ៖ 1-800-839-2172 (TTY: 711)។ សម្រាប់ទីផ្សាររដ្ឋ California សូមហៅទូរស័ព្ទទៅកាន់កម្មវិធី On Exchange របស់គម្រោង IFP តាមរយៈលេខ 1-888-926-4988 (TTY: 711) ឬក្រុមហ៊ុនអាជីវកម្មខ្នាតតូចតាមរយៈលេខ 1-888-926-5133 (TTY: 711)។ សម្រាប់គម្រោងជាក្រុមតាមរយៈ Health Net សូមហៅទូរស័ព្ទទៅកាន់លេខ 1-800-522-0088 (TTY: 711)។

Korean
무료 언어 서비스입니다. 통역 서비스를 받으실 수 있습니다. 문서 낭독 서비스를 받으실 수 있으며 일부 서비스는 귀하가 구사하는 언어로 제공됩니다. 도움이 필요하시면 ID 카드에 수록된 번호로 고객서비스 센터에 연락하시거나 개인 및 가족 플랜(IFP)의 경우 Off Exchange: 1-800-839-2172(TTY: 711)번으로 전화해 주십시오. 캘리포니아 주 마켓플레이스의 경우 IFP On Exchange 1-888-926-4988(TTY: 711), 소규모 비즈니스의 경우 1-888-926-5133(TTY: 711)번으로 전화해 주십시오. Health Net을 통한 그룹 플랜의 경우 1-800-522-0088(TTY: 711)번으로 전화해 주십시오.

Navajo
Doo bą́ą́h ílínígóó saad bee háká ada'iiyeed. Ata' halne'ígíí da ła' ná hádídóot'įįł. Naaltsoos da t'áá shí shizaad k'ehjí shichį' yídooltah nínízingo t'áá ná ákódoolníłł. Ákót'éego shíká a'doowoł nínízingo Customer Contact Center hoolyéhíjį' hodíílnih ninaaltsoos nanitingo bee néého'dolzinígíí hodoonihjį' bikáá' éí doodago kojį' hólne' Individual & Family Plan (IFP) Off Exchange: 1-800-839-2172 (TTY: 711). California marketplace báhígíí kojį' hólne' IFP On Exchange 1-888- 926-4988 (TTY: 711) éí doodago Small Business báhígíí kojį' hólne' 1-888-926-5133 (TTY: 711). Group Plans through Health Net báhígíí éí kojį' hólne' 1-800-522-0088 (TTY: 711).

Persian (Farsi)
خدمات زبان بدون هزینه. می توانید یک مترجم شفاهی بگیرید. می توانید درخواست کنید اسناد به زبان شما برایتان خوانده شوند. برای دریافت کمک، با مرکز تماس مشتریان به شماره روی کارت شناسایی یا طرح فردی و خانوادگی (IFP) Off Exchange به شماره: 1-800-839-2172 (TTY:711) تماس بگیرید. برای بازار کالیفرنیا، با شماره IFP On Exchange 1-888-926-4988 (TTY:711) یا کسب و کار کوچک 1-888-926-5133 (TTY:711) تماس بگیرید. برای طرح های گروهی از طریق Health Net، با 1-800-522-0088 (TTY:711) تماس بگیرید.

Panjabi (Punjabi)
ਬਿਨਾਂ ਕਿਸੇ ਲਾਗਤ ਵਾਲੀਆਂ ਭਾਸ਼ਾ ਸੇਵਾਵਾਂ। ਤੁਸੀਂ ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਦੀ ਸੇਵਾ ਹਾਸਲ ਕਰ ਸਕਦੇ ਹੋ। ਤੁਹਾਨੂੰ ਦਸਤਾਵੇਜ਼ ਤੁਹਾਡੀ ਭਾਸ਼ਾ ਵਿੱਚ ਪੜ੍ਹ ਕੇ ਸੁਣਾਏ ਜਾ ਸਕਦੇ ਹਨ। ਮਦਦ ਲਈ, ਆਪਣੇ ਆਈਡੀ ਕਾਰਡ ਤੇ ਦਿੱਤੇ ਨੰਬਰ ਤੇ ਗਾਹਕ ਸੰਪਰਕ ਕੇਂਦਰ ਨੂੰ ਕਾਲ ਕਰੋ ਜਾਂ ਵਿਅਕਤੀਗਤ ਅਤੇ ਪਰਿਵਾਰਕ ਯੋਜਨਾ (IFP) ਔਫ਼ ਐਕਸਚੇਂਜ 'ਤੇ ਕਾਲ ਕਰੋ: 1-800-839-2172 (TTY: 711)। ਕੈਲੀਫੋਰਨੀਆ ਮਾਰਕਿਟਪਲੇਸ ਲਈ, IFP ਔਨ ਐਕਸਚੇਂਜ ਨੂੰ 1-888-926-4988 (TTY: 711) ਜਾਂ ਸਮੌਲ ਬਿਜ਼ਨੇਸ ਨੂੰ 1-888-926-5133 (TTY: 711) 'ਤੇ ਕਾਲ ਕਰੋ। ਹੈਲਥ ਨੈੱਟ ਰਾਹੀਂ ਸਾਮੂਹਿਕ ਪਲੈਨਾਂ ਲਈ, 1-800-522-0088 (TTY: 711) 'ਤੇ ਕਾਲ ਕਰੋ।

Russian
Бесплатная помощь переводчиков. Вы можете получить помощь переводчика. Вам могут прочитать документы на Вашем родном языке. Если Вам нужна помощь, звоните по телефону Центра помощи клиентам, указанному на вашей карте участника плана. Вы также можете позвонить в отдел помощи участникам не представленных на федеральном рынке планов для частных лиц и семей (IFP) Off Exchange 1-800-839-2172 (TTY: 711). Участники планов от California marketplace: звоните в отдел помощи участникам представленных на федеральном рынке планов IFP (On Exchange) по телефону 1-888-926-4988 (TTY: 711) или в отдел планов для малого бизнеса (Small Business) по телефону 1-888-926-5133 (TTY: 711). Участники коллективных планов, предоставляемых через Health Net: звоните по телефону 1-800-522-0088 (TTY: 711).

Spanish
Servicios de idiomas sin costo. Puede solicitar un intérprete, obtener el servicio de lectura de documentos y recibir algunos en su idioma. Para obtener ayuda, comuníquese con el Centro de Comunicación con el Cliente al número que figura en su tarjeta de identificación o llame al plan individual y familiar que no pertenece al Mercado de Seguros de Salud al 1-800-839-2172 (TTY: 711). Para planes del mercado de seguros de salud de California, llame al plan individual y familiar que pertenece al Mercado de Seguros de Salud al 1-888-926-4988 (TTY: 711); para los planes de pequeñas empresas, llame al 1-888-926-5133 (TTY: 711). Para planes grupales a través de Health Net, llame al 1-800-522-0088 (TTY: 711).

Tagalog
Walang Bayad na Mga Serbisyo sa Wika. Makakakuha kayo ng interpreter. Makakakuha kayo ng mga dokumento na babasahin sa inyo sa inyong wika. Para sa tulong, tumawag sa Customer Contact Center sa numerong nasa ID card ninyo o tumawag sa Off Exchange ng Planong Pang-indibidwal at Pampamilya (Individual & Family Plan, IFP): 1-800-839-2172 (TTY: 711). Para sa California marketplace, tumawag sa IFP On Exchange 1-888-926-4988 (TTY: 711) o Maliliit na Negosyo 1-888-926-5133 (TTY: 711). Para sa mga Planong Pang-grupo sa pamamagitan ng Health Net, tumawag sa 1-800-522-0088 (TTY: 711).

Thai
ไม่มีค่าบริการด้านภาษา คุณสามารถใช้ล่ามได้ คุณสามารถให้อ่านเอกสารให้ฟังเป็นภาษาของคุณได้ หากต้องการความช่วยเหลือ โทรหาศูนย์ลูกค้าสัมพันธ์ได้ที่หมายเลขบนบัตรประจำตัวของคุณ หรือโทรหาฝ่ายแผนบุคคลและครอบครัวของเอกชน (Individual & Family Plan (IFP) Off Exchange) ที่ 1-800-839-2172 (โหมด TTY: 711) สำหรับเขตแคลิฟอร์เนีย โทรหาฝ่ายแผนบุคคลและครอบครัวของรัฐ (IFP On Exchange) ได้ที่ 1-888-926-4988 (โหมด TTY: 711) หรือ ฝ่ายธุรกิจขนาดเล็ก (Small Business) ที่ 1-888-926-5133 (โหมด TTY: 711) สำหรับแผนแบบกลุ่มผ่านทาง Health Net โทร 1-800-522-0088 (โหมด TTY: 711)

Vietnamese

Các Dịch Vụ Ngôn Ngữ Miễn Phí. Quý vị có thể có một phiên dịch viên. Quý vị có thể yêu cầu được đọc cho nghe tài liệu bằng ngôn ngữ của quý vị. Để được giúp đỡ, vui lòng gọi Trung Tâm Liên Lạc Khách Hàng theo số điện thoại ghi trên thẻ ID của quý vị hoặc gọi Chương Trình Bảo Hiểm Cá Nhân & Gia Đình (IFP) Phi Tập Trung: 1-800-839-2172 (TTY: 711). Đối với thị trường California, vui lòng gọi IFP Tập Trung 1-888-926-4988 (TTY: 711) hoặc Doanh Nghiệp Nhỏ 1-888-926-5133 (TTY: 711). Đối với các Chương Trình Bảo Hiểm Nhóm qua Health Net, vui lòng gọi 1-800-522-0088 (TTY: 711).

CA Commercial On and Off-Exchange Member Notice of Language Assistance

FLY017549EH00 (12/17)

Contact us

Health Net Life Insurance Company
Post Office Box 9103
Van Nuys, California 91409-9103

Customer Contact Center
Large Group:
1-800-676-6976 TTY: 711
(for companies with 101 or
more employees)

Small Business Group:
1-800-522-0088 TTY: 711

(for companies with 1-100 employees)

Individual & Family Plans:
1-800-839-2172 TTY: 711

1-800-331-1777 (Spanish)
1-877-891-9053 (Mandarin)
1-877-891-9050 (Cantonese)
1-877-339-8596 (Korean)
1-877-891-9051 (Tagalog)
1-877-339-8621 (Vietnamese)

www.myhealthnetca.com

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POLICY

A complete explanation of Your plan

Individual and Family Plan
Vision and Dental PPO Policy (for Covered Persons age 19 and older)

Important benefit information – please read

HEALTH NET PPO INSURANCE POLICY
(the *Policy*)

ISSUED BY

HEALTH NET LIFE INSURANCE COMPANY
(HNL)

LOS ANGELES, CALIFORNIA

Upon payment of premium charges in the amount and manner provided in this *Policy*. Health Net Life Insurance Company

HEREBY AGREES

to provide benefits as defined in this *Policy* to the Policyholder and their eligible Dependents according to the terms and conditions of this *Policy*. Payment of Premium by the Policyholder in the amount and manner provided for in the *Policy* shall constitute the Policyholder's acceptance of the terms and conditions of the *Policy*. This Health Net Life Insurance Company Policy, the Application for Individual and Family Policy and the enrollment forms of Policyholder's Dependents, inclusively shall constitute the entire agreement between the parties.

HEALTH NET LIFE INSURANCE COMPANY

Steven Sickle
Secretary

Steven Sell
President

Notice of Right to Examination: If You are not satisfied with Your coverage under this *Policy,* You may return it within 10 days of receipt. The *Policy* must be mailed or delivered to HNL. If the *Policy* is returned to HNL within 10 days of receipt, HNL will refund any Premium paid and the *Policy* will be considered void from the beginning as if it had never been issued.

INSURANCE PLAN EE3

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HEALTH NET PPO POLICY

ISSUED BY

HEALTH NET LIFE INSURANCE COMPANY

Los Angeles, California

HEALTH NET LIFE INSURANCE COMPANY (herein called HNL) agrees to provide benefits as described in this *Policy* to the Policyholder (herein called "You" or "Your") and Your eligible Dependents.

This *Policy* describes the vision and dental coverage (for Covered Persons age 19 and older) which is provided in conjunction with the health care coverage provided by HNL, under the Policy between HNL and the Covered Person.

The benefits described under this *Policy* do not discriminate on the basis of race, ethnicity, color, nationality, ancestry, gender, gender identity, gender expression, age, disability, sexual orientation, genetic information, marital status, domestic partner status or religion, and are not subject to any pre-existing condition or exclusion period.

HNL applies certain payment policies and rules to determine appropriate reimbursement that may affect Your responsibility (including, but not limited to, rules affecting reductions in reimbursement for charges for multiple procedures, unbundled or duplicate items, and services covered by a global charge for the primary procedure).

Notice of Right to Examination: If You are not satisfied with Your coverage under this *Policy,* You may return it within 10 days of receipt. The *Policy* must be mailed or delivered to HNL. If the *Policy* is returned to HNL within 10 days of receipt, HNL will refund any Premium paid and the *Policy* will be considered void from the beginning as if it had never been issued.

PLEASE CONTACT OUR MEMBER SERVICE DEPARTMENT BEFORE SERVICES ARE RECEIVED WITH QUESTIONS ABOUT THE COVERAGE.

HEALTH NET LIFE INSURANCE COMPANY OR "HNL" IS A LIFE AND DISABILITY INSURANCE COMPANY REGULATED BY THE CALIFORNIA DEPARTMENT OF INSURANCE.

THE "POLICYHOLDER" IS THE PERSON ENROLLED UNDER THIS *POLICY* WHO IS RESPONSIBLE FOR PAYMENT OF PREMIUMS TO HNL AND WHOSE STATUS IS THE BASIS FOR DEPENDENT ELIGIBILITY UNDER THIS *POLICY.*

THE TERMS "YOU" OR "YOUR," WHEN THEY APPEAR IN THIS *POLICY*, REFER TO THE POLICYHOLDER. THE TERMS "WE," "OUR" OR "US," WHEN THEY APPEAR IN THIS *POLICY*, REFER TO HNL.

Important Notice To California Policyholders

In the event that You need to contact someone about Your insurance coverage for any reason, please contact:

Health Net Life Insurance Company
P.O. Box 10196
Van Nuys, CA 91410-0196

1-800-839-2172

If You have been unable to resolve a problem concerning Your insurance coverage or a complaint regarding Your ability to access needed health care in a timely manner, after discussions with Health Net Life Insurance Company, or its agent or other representative, You may contact:

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
South Tower
Los Angeles, CA 90013
1-800-927-HELP or 1-800-927-4357
TDD: 1-800-482-4TDD
www.insurance.ca.gov

IMPORTANT: If You opt to receive dental services that are not covered services under this *Policy*, a participating dental provider may charge you his or her usual and customary rate for those services. Prior to providing a patient with dental services that are not a covered benefit, the dentist should provide to the patient a treatment plan that includes each anticipated service to be provided and the estimated cost of each service. If you would like more information about dental coverage options, You may call the Customer Contact Center at **1-800-880-8113** or your insurance broker. To fully understand Your coverage, you may will to careful review this *Policy* document.

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DEFINITIONS

This section defines words that will help You understand Your plan. These words appear throughout the *Policy* with the initial letter of the word in capital letters. Definitions do not imply coverage and are subject to eligibility rules, coverage limitations and exclusions specified elsewhere in this *Policy*. **Additional definitions can be found in the "Definitions" portions of the "Vision Plan Benefits" and "Dental Plan Benefit" sections.**

CALENDAR YEAR is the continuous, twelve-month period commencing January 1 of each year at 12:01 a.m., Pacific Time.

COPAYMENT is a fixed dollar fee charged to a Covered Person for Covered Services and Supplies. The amount of each Copayment is indicated in "Schedule of Benefits" and is due and payable by the Covered Person to the provider of care at the time services are rendered.

COVERED PERSON means You and Your Dependents who are covered under this *Policy.*

DECLARATION OF DOMESTIC PARTNERSHIP is a form filled with the California Secretary State that meets the requirements of California Family Code section 297.

DEPENDENT includes:

1. A Policyholder's legally married spouse or Domestic Partner as defined by California law;
2. A Policyholder's child who is:
   (a) Under the age of 26; or
   (b) Over the age of 26 and incapable of self-sustaining employment by reason of physical or mental disability incurred prior to attainment of age 26 and who is chiefly dependent upon the Policyholder or Policyholder's spouse or Domestic Partner for support;

The term "child" includes a stepchild, a legally adopted child from the moment of placement in Your home, and any other child for whom You or Your spouse or Domestic Partner has assumed a parent-child relationship, as indicated by intentional assumption of parental duties, as certified by You or Your Domestic Partner at the time of enrollment of the child, and annually thereafter up to age 26.

In order for a child to remain insured after age 26, You must provide proof of the child's incapacity and dependency to Us within 60 days of the child becoming 26 years of age. We will notify you at least 90 days prior to the date of the child becoming 26 years of age.

DOMESTIC PARTNER is a person eligible for coverage provided that the partnership with the Policyholder is registered with the California Secretary of State.

EFFECTIVE DATE is the date on which the Policyholder becomes covered by the benefits under this *Policy*. The precise Effective Date can be found on the Notice of Acceptance.

GRACE PERIOD is the 30 day period which begins on the day following the due date of any Premium due, other than the first Premium.

HEALTH NET LIFE INSURANCE COMPANY or HNL (also referred to as "We," "Our" and "Us") is a life and disability insurance company regulated by the California Department of Insurance.

POLICYHOLDER is the person enrolled under this *Policy* who is responsible for payment of Premiums to HNL and whose status is the basis for Dependent eligibility under this *Policy*.

PREMIUM is the amount the Policyholder pays HNL for the insurance provided under this *Policy*.

SERVICE AREA is the geographical area with which HNL markets and sells Individual insurance plan, and is defined as the following counties in the state of California: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba.

TERM OF *POLICY* AND PREMIUMS

A. TERM OF *POLICY* AND TERMINATION

Coverage for this *Policy* will commence on the date set forth in the Notice of Acceptance. This *Policy* shall remain in effect subject to the payment of Premiums as required, and subject to the right of HNL and the Policyholder to terminate it in accordance with the terms of the *Policy*.

The following describes the termination provisions of this *Policy*:

Coverage under this *Policy* will automatically terminate on the earliest to occur of the following dates:

- If any Premium as specified in the Notice of Acceptance is not paid before the end of the Grace Period, this Policy will terminate effective on midnight of the last day of the 30 day Grace Period The Policyholder is liable for all Premiums due for the period coverage is in force.
- If the Policyholder ceases to be eligible according to the eligibility provisions of this *Policy*, coverage will be terminated for the Policyholder and any enrolled Dependents effective on midnight of the last day of the month in which loss of eligibility occurred.
- If a Dependent ceases to be eligible according to the eligibility provisions of this *Policy*, coverage will be terminated only for that person effective on midnight of the last day of the month in which loss of eligibility occurred.
- On midnight of the last day of the month in which entry of the final decree of dissolution of marriage, annulment or termination of domestic partnership occurs, a spouse or Domestic Partner shall cease to be an eligible Dependent. Children of the spouse or Domestic Partner who are not also the natural or legally adopted children of the Policyholder shall cease to be eligible Dependents at the same time.
- If the Policyholder's coverage under the Health Net Life Company PPO health insurance policy ceases.

B. TERMINATION UPON NOTICE

The Policyholder may terminate this *Policy* by sending a written notice to Health Net Individual Products, P.O. Box 1150, Rancho Cordova, CA 95670. The *Policy* will end at 12:01 a.m. on the first day of the month following Our receipt of Your written notice to cancel.

HNL may terminate this *Policy* at any time by giving the Policyholder at least 30 days advance notice.

C. RENEWAL PROVISIONS

Subject to the termination provisions described in this *Policy*, coverage will remain in effect for each month Premium fees are received and accepted by HNL.

D. CHANGES IN PREMIUMS

Premiums may be changed by HNL on at least 60 days written notice to the Policyholder prior to the date of such change. Any change in Premium shall take effect on the first day of the next month following the expiration of the notice period.

If a governmental authority (a) imposes a tax or fee that is computed on premiums or (b) requires a change in coverage or administrative practice that increases HNL's risk, HNL may amend this Policy and increase the premium sufficiently to cover the tax, fee or risk. The effective date shall be the date set forth in a written notice from HNL to the Policyholder. The effective date shall not be earlier than the date that the tax, fee or required change in coverage or administrative practice is imposed by the governmental authority.

Premium changes due to legislative or regulatory requirements will become effective on the effective date of such changes.

If this *Policy* is terminated for any reason, the Policyholder shall be liable for all Premiums for any time this *Policy* is in force.

E. GRACE PERIODS

A Grace Period of 30 days will be allowed for payment of any Premium due, after the first one. During this period the *Policy* will remain in force (subject to the right of the HNL to cancel in accordance with the termina-

tion provision above). If the Policyholder fails to pay the required Premium when due, coverage could be canceled after a 30-day grace period. On or before the Premium due date, HNL will provide notification of the 30-day grace period. During the 30-day grace period, HNL must continue your coverage under this plan. If HNL does not receive payment of the delinquent subscription charges within the 30-day grace period, coverage will be terminated at the end of the grace period. The Policyholder will be responsible for the full cost of any Dental or Vision Services rendered after the Covered Person's date of termination. The Policyholder shall not be permitted to unilaterally reinstate coverage through the submission of Premium payments after the date on which this *Policy* has been terminated pursuant to this provision. Refer to "Reinstatement" below for further information. Premium payments received by HNL following expiration of the Grace Period shall be returned to the Policyholder, and the Policyholder shall not be entitled to further coverage hereunder.

F. REINSTATEMENT

If any renewal premium be not paid with the time granted the Policyholder for payment, a subsequent acceptance of premium by HNL or by any agent duly authorized by HNL to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the *Policy*; provided, however, that if HNL or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the *Policy* will be reinstated upon approval of such application by HNL or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless HNL has previously notified the Policyholder in writing of its disapproval of such application. The reinstated *Policy* shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than 10 days after such date. In all other respects the Policyholder and HNL shall have the same rights thereunder as they had under the *Policy* immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement.

G. EXTENDED COVERAGE

A 30 day temporary extension of coverage, only for the services shown below when given in connection with a procedure in progress, will be granted to a Covered Person on the date the person's coverage is terminated if termination is not voluntary. Benefits will be extended until the earlier of: (a.) the end of the 30 day period; or (b.) the date the Covered Person becomes covered under a succeeding policy or contract providing coverage or services for similar dental procedures.

Benefits will be covered for: (a) a procedure in progress or dental procedure that was recommended in writing and began, in connection with a specific dental disease of a Covered Person while the *Policy* was in effect, by the attending dentist; (b) an appliance, or modification to an appliance, for which the impression was taken prior to the termination of coverage; or (c) a crown, bridge or gold restoration, for which the tooth was prepared prior to the termination of coverage.

ELIGIBILITY AND ENROLLMENT

This *Policy* describes the vision and dental coverage (for Covered Persons age 19 and over) which is provided in conjunction with the health care coverage provided by HNL, under the Policy between HNL and the Covered Person.

The term of coverage under this *Policy* coincides with the term of coverage under the Covered Person's health plan with HNL. Coverage under this *Policy* will commence, renew and terminate consistent with the commencement, renewal and termination provisions set forth in the Policy for the Covered Person's health plan with HNL.

HNL establishes the conditions of eligibility that must be met in order to be eligible for coverage and continuing coverage under this Policy. In order to receive coverage under this Policy, the Policyholder and each of the Policyholder's Dependents that apply for coverage must continually reside in Our Service Area. The Notice of Acceptance indicates the names of applicants who have been accepted for coverage, the Effective Date thereof and the Deductible selected.

Policyholders and Dependents covered under this *Policy* must be age 19 or older. Individuals under age 19 may access pediatric vision and dental benefits as part of a medical policy that is compliant with the Affordable Care Act.

Policyholders covered under this *Policy* may also enroll Dependents who satisfy the eligibility requirements for enrollment. The following types of Dependents describe those who may enroll in this *Policy*:

- Spouse: The legal spouse, as defined by California law. (The term "spouse" also includes the Policyholder's Domestic Partner as defined.)
- Children: The children of the Policyholder or the Policyholder's spouse (including legally adopted children, stepchildren and wards, as defined in the following provision), under 26 years of age.
- Wards: Children for whom the Policyholder or the Policyholder's spouse is a court-appointed guardian.
- Other Child: Any child that You have assumed a parent-child relationship, in lieu of a parent-child relationship described above, as indicated by intentional assumption of parental status, or assumption of parental duties by You, as certified by You at the time of enrollment of the child, and annually thereafter up to the age of 26 unless the child is disabled. This does not include foster children.

Application for Coverage (Enrollment) and Effective Date for Newly Eligible Dependents

You are entitled to add newly eligible Dependents (subject to the applicable Premium payment) to this Policy as shown below:

- An application to add coverage for a newly married spouse or Domestic Partner will only be considered if We receive a completed application within sixty (60) days of marriage or Declaration of Domestic Partnership. Evidence of Insurability will be required at the time of the new spouse or Domestic Partner's enrollment. Coverage shall begin on the date indicated on the Notice of Acceptance for the new enrollee.
- A newly adopted child, or a child who is being adopted, becomes eligible on the date the Policyholder or his or her spouse or Domestic Partner receives physical custody of the child.

  Coverage begins automatically and will continue for 30 days from the date of eligibility. The Policyholder must enroll the child before the 60th day for coverage to continue beyond the first 30 days.
- If a court has ordered the Policyholder to provide coverage for an eligible Dependent, coverage will be effective for the first thirty (30) days following the date of the court order. To continue coverage after thirty (30) days, the Policyholder must enroll the eligible Dependent within sixty (60) days of the date of the court order and pay any required Premiums.

VISION PLAN BENEFITS

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS VISION CARE MAY BE OBTAINED.

Definitions

In addition to the applicable definitions contained elsewhere in this Policy, the following apply.
(Note: All defined terms are capitalized within this Policy)

Anisometropia: A condition of unequal refractive state for the two eyes, one eye requiring a different lens correction than the other.

Basic Lenses: Standard single vision, bifocal, trifocal or lenticular clear glass or plastic lenses that are Medically Necessary to correct vision.

Benefits: Vision services and Materials which are specified in this *Policy* and Vision Plan Schedule of Benefits as being eligible for Benefits under this vision plan.

Blended Lenses (Progressive Lenses): Bifocals or trifocals which do not have a visible dividing line.

Coated Lenses: A substance which is added to a finished lens on one or both surfaces.
Covered Services: Vision services and Materials rendered by Preferred Vision and non-Preferred Vision Providers which are specified in this *Policy* and Vision Plan Benefit Schedule as being eligible for Benefits under this vision plan.

Experimental: Medical, dental, surgical, diagnostic, or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time HNL makes a determination regarding coverage in a particular case, is determined to be:

A. Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use; or

B. Subject to review and approval by any institutional review board for the proposed use; or

C. The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2, or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight; or

D. Not demonstrated through peer-reviewed professional literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed.

Keratoconus: A development or dystrophic deformity of the cornea in which it becomes cone shaped due to a thinning and stretching of the tissue in its central area.

Materials: Lenses, frames and contact lenses.

Maximum Benefit Allowance: The Maximum Benefit Allowance as shown in the Vision Plan Schedule of Benefits is the maximum amount HNL will pay for Covered Services. The Covered Person will be responsible for the Deductible and any charges in excess of the Maximum Benefit Allowance.

Medically Necessary (or Medical Necessity): Medically Necessary services are Covered Services which are generally recognized by the relevant medical community for treatment of a Covered Person's visual acuity.

Attending Preferred Vision Providers are exclusively responsible for making all vision determinations and treatment decisions. The fact that a Preferred Vision Provider may prescribe, order, recommend or approve a service or Material does not, in itself, make it Medically Necessary, or make it a Covered Service.

Orthoptics: The teaching and training process for the improvement of visual perception and coordination of the two eyes for efficient and comfortable binocular lenses.

Oversized Lenses: Larger than standard (i.e., 61 millimeter) lens blanks to accommodate a prescription.

Preferred Vision Provider: An optometrist, ophthalmologist or optician licensed to provide Covered Services and who, or which, at the time care is rendered to a Covered Person, has a contract in effect with HNL to furnish care to Covered Persons. The names of Preferred Vision Providers are set forth in HNL's Preferred Vision Provider Directory. The names of Preferred Vision Providers and their locations and hours of practice may also be obtained by contacting the HNL's Customer Contact Center. This vision plan does not guarantee the initial or continued availability of any particular Preferred Vision Provider.

Photochromic Lenses: Lenses which change color with intensity of sunlight.

Professional Service: Examination, material selection, fitting of eyeglasses or contact lenses and, related adjustments, or instructions related to these services

Progressive Lenses: Bifocals or trifocals which do not have a visible dividing line.

Subnormal or Low Vision Aids: Devices (optical and non-optical) to assist those individuals who are partially sighted.

Tinted Lenses: Lenses which have additional substance added to produce constant tint, (e.g., pink, green, gray, blue, etc.).

Benefits

Vision services are covered as shown in the "Vision Plan Schedule of Benefits" portion of this section. Covered Services can be provided by both Preferred and non-Preferred Providers. However, if a Covered Person receives vision services and Materials from a Preferred Provider, covered expenses will usually be paid at a higher level, as shown in the Vision Plan Schedule of Benefits. Certain services or Materials may be payable under this *Policy* only if the service or Material is furnished by a Preferred Provider. If this is the case, it will be indicated in the Vision Plan Schedule of Benefits. It is the Covered Person's responsibility to determine if a Vision Care Provider is a Preferred Provider at the time the service or Material is provided.

When the Covered Person receives Benefits from a Preferred Vision Provider he or she will pay a percentage of covered expenses or any amount in excess of the Maximum Benefit Allowance as stated in the Vision Plan Schedule of Benefits in this *Policy*. HNL pays the Preferred Vision Provider without You having to submit a claim. HNL arranges for the provision of vision services by contracting with Preferred Vision Providers to serve the Covered Persons in an organized and cost-effective manner.

When the Covered Person receives Benefits from a non-Preferred Vision Provider he or she is responsible for the difference in the Maximum Benefit Allowance and the provider's normal fee. The Covered Person is required to pay the full cost for the Covered Services, then submit a claim for reimbursement. Payment will be made directly to the Covered Person unless otherwise directed by the Covered Person.

If You have any questions regarding the Benefits described in this section, please contact the Customer Contact Center at **1-866-392-6058.**

Procedures For Using Preferred Vision Providers

To obtain Covered Services from a Preferred Vision Provider under this vision plan, the Covered Person must follow the steps below:

1. **Obtain a Directory of Preferred Providers.** A Directory of Preferred Providers has been included with this *Policy*. If You lose the attached directory or need an updated directory, please contact the Customer Contact Center at **1-866-249-2382**.
2. **Select a Preferred Vision Provider.** The Covered Person selects a Preferred Vision Provider from the Directory of Preferred Providers. HNL's Customer Contact Center can provide assistance in the selection of a Preferred Vision Provider.
3. **Schedule an appointment for a complete vision examination with the Vision Provider**. The Covered Person calls the Vision Provider to schedule an appointment for a complete vision examination.

4. **Attend appointment and receive complete vision examination.** The Covered Person presents his or her HNL Identification Card to the Vision Provider at the time of the scheduled appointment. In accordance with professionally recognized standards of practice, the Covered Person will receive a complete vision examination, including an analysis of the eyes and related structures to determine the presence of vision problems or other abnormalities. The Vision Provider will provide a diagnosis and treatment plan, as appropriate.

5. **Obtain corrective eyeglass lenses, if necessary**. If the examination results in corrective lenses being prescribed for the first time, or if the Covered Person is a current wearer of corrective lenses and needs new lenses, the Covered Person may obtain the correctives lenses from either the examining Preferred Vision Provider or another Vision Provider of his or her choice. The dispensing Preferred Vision Provider will provide quality eyeglasses in accordance with the prescription of the examining Preferred Vision Provider. The Vision Provider will assist in the selection of a frame, verify the accuracy of the finished lenses and fit and adjust the frame. The Covered Person will be required to pay all charges in excess of the allowances shown in the Vision Plan Benefit Schedule for Materials at this time.

   Coverage for prescriptions for contact lenses is subject to Medical Necessity and all applicable exclusions and limitations. Generally, coverage for contact lenses will only be authorized for the following circumstances:

   a) To correct extreme visual acuity problems that cannot be corrected (to 20/70 in the better eye) with eyeglass lenses,

   b) Following cataract surgery resulting in Aphakia,

   c) For Anisometropia of 4.0 diopters or greater, or

   d) For Keratoconus, or other corneal irregularities.

   A Covered Person may elect non-Medically Necessary contact lenses in lieu of all other Materials Benefits. Refer to the Vision Plan Schedule of Benefits for Benefits, exclusions and limitation information.

Choice of Preferred Vision Provider

The Directory of Preferred Providers is a listing of Preferred Vision Providers currently contracting with HNL in Your area. However, it is subject to change as new providers contract with HNL and some Preferred Vision Providers contract ends. The current participation status of any provider can be determined by calling HNL's Customer Contact Center at **1-866-392-6058**.

HNL compensates its Preferred Vision Providers on a discounted "fee-for-service" basis. HNL does not compensate Preferred Vision Providers with bonuses or financial incentives in connection with the amount of services the Covered Person may receive under this *Policy*. Therefore, there are no inducements to delay, reduce, limit or deny necessary and appropriate care. If further information is needed the Covered Person may contact HNL's Customer Contact Center or his or her Preferred Vision Provider**.**

Deductibles

Deductibles are a Covered Person's financial responsibility for Benefits paid to the Vision Care Provider at the time services are rendered. The specific Deductible amounts are listed in the Vision Plan Schedule of Benefits.

Covered Person's Liability For Payment

Covered Persons are responsible for any applicable charges and for payment for non-Covered Services and Materials in excess of specified Benefit limitations. If HNL does not pay a Preferred Vision Provider for Covered Services, the Covered Person will not be liable to the provider for any sums owed by HNL. But if HNL does not pay a non-Preferred Vision Provider, the Covered Person may be liable for payment.

Upon termination of any Preferred Vision Provider contract, HNL shall be liable for payment of Covered Services rendered by such Preferred Vision Provider (other than any Deductible or Covered Charges in excess of the Maximum Benefit Allowance) to a Covered Person who retains eligibility under this *Policy* or by operation of law who is under the care of such Preferred Vision Provider at the time of such termination, until the Covered Services being rendered to the Covered Person by such Preferred Vision Provider are completed, unless HNL makes reasonable and medically appropriate provision for the assumption of such services by another Preferred Vision Provider. A Covered Person may elect to continue care with the provider whose contract was terminated by HNL if at the time of termination, the Covered Person was receiving care for an acute or serious chronic condition. If a

Covered Person has questions about or wishes to request continuity of care, he or she should contact HNL's Customer Contact Center.

Grievance Procedures

1. General Information

If a Covered Person is not satisfied with the manner in which HNL has made a determination under this *Policy*, such as denial of a claim, he or she is required to initiate complaint procedures through HNL's internal complaint process. This process must be completed before requesting arbitration for final and binding resolution of the complaint.

If a complaint concerns malpractice on part of a Vision Care Provider or the quality of care given by a Vision Care Provider, the Covered Person should, if appropriate, attempt to resolve the complaint directly with the Vision Care Provider.

2. First Step – Internal Review

If, after discussion with the Member Service Department, a Covered Person is dissatisfied with HNL's determination of a policy or procedure, or a review of a denied claim, he or she may appeal the determination by calling or writing HNL's Complaint and Appeals unit at the following address:

HNL Insurance Company
Appeals and Grievance Department
P.O. Box 10348
Van Nuys, CA 91410-0348
1-800-839-2172

HNL can assist the Covered Person in writing with his or her complaint or appeal, or can provide the Covered Person with a complaint and appeal form. The complaint or appeal should include any additional information that HNL should consider and an itemized statement as to the amount in dispute.

HNL will notify the Covered Person in writing of the results of the review and the basis of the decision within 15 days of receipt of the complaint. HNL will advise the Covered Person if additional time is required.

3. Final Step – Neutral, Binding Arbitration

If a Covered Person does not agree with HNL's final determination, he or she can request neutral, binding arbitration in accordance with the California Arbitration Act.

Arbitration is the final process for resolving any dispute between the Covered Person and HNL, which arises out of or relates to coverage under this Policy.

As a condition of coverage under this Policy, You understand and agree that any all disputes or disagreements arising out of or relating to the Policy, or the breach thereof, that are not resolved by the parties must submitted to final and binding Arbitration in accordance with the California Arbitration Act (California Code of Civil Procedure Sections 1280, et seq.) in lieu of a jury or court trial, with the express stipulation that the arbitrators shall strictly abide by the terms of this Policy and shall strictly apply rules of law applicable thereto. The written demand for arbitration shall contain a detailed statement of the matter and facts. The arbitration shall be conducted in California at a mutually agreed location by a single, neutral arbitrator who is licensed to practice law. The decision of the arbitrator shall be final and binding. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. Each party (You and HNL) shall undertake to promptly notify the other party as to any claims or disputes it might have arising out of or relating the Contract. Arbitration must be filed within two years of the date the party discovers, or reasonably should have discovered under the circumstances, the existence of the claim.

4. California Department of Insurance

Notwithstanding the provisions above, if the Covered Person is unable to resolve an issue with HNL, he or she may wish to contact:

California Department of Insurance, Consumer Services Division
300 South Spring Street
South Tower
Los Angeles, California 90013

1-800-927-HELP

Non–Assignability of Benefits

The coverage and Benefits of this vision plan may not be assigned without the prior written consent of HNL, which consent may be with held for any reason. HNL reserves the right to make payment of Benefits, directly to the attending provider or to the Covered Person.

Vision Plan Schedule of Benefits

Vision Care Benefits	In-Network Cost	Out-of-Network Allowance
Exam with dilation as necessary	$10 Copayment	Up to $45
Exam Options (fit and follow up)*:		
Standard contact lenses	Up to $55	Not Covered
Premium contact lenses	10% off retail	Not Covered
Frames:		
Any available frame at provider location	$0 Copayment; $85 Allowance, 20% off balance over $85	Up to $45
Standard Plastic Lenses:		
Single Vision	$25 Copayment	Up to $43
Bifocal	$25 Copayment	Up to $58
Trifocal	$25 Copayment	Up to $70
Lenticular	$25 Copayment	Up to $125
Standard Progressive Lens	$90 Copayment	$58
Premium Progressive Lens	$90 Copayment, 80% of Charge less $120 Allowance	$58
Lens Options:		
UV Treatment	20% off Retail Price	Not Covered
Tint (Solid and Gradient)	$0 Copayment	Not Covered
Tint (Pink and Rose)	$0 Copayment	Not Covered
Standard Plastic Scratch Coating	20% off Retail Price	Not Covered
Standard Polycarbonate - Adults	20% off Retail Price	Not Covered
Standard Polycarbonate - Kids under 19	20% off Retail Price	Not Covered

Standard Anti-Reflective Coating	20% off Retail Price	Not Covered
Other Add-Ons	20% off Retail Price	Not Covered
Contact Lenses:		
	(Contact lens allowance includes Materials only)	
Conventional	$25 Copayment; $120 allowance, 15% off balance over $120	Up to $105
Disposable	$25 Copayment; $120 allowance, plus balance over $120	Up to $105
Medically Necessary	$25 Copayment, Paid-in-Full	Up to $250
Laser Vision Correction:		
Lasik or PRK from U.S. Laser Network	15% off retail price or 5% off promotional price	Not Covered
Additional Pairs Benefit:	Covered Persons receive a 40% discount off complete pair eyeglass purchases and a 15% discount off conventional contact lenses once the funded benefit has been used.	Not Covered
Frequency:		
Exam	Once every 12 months	
Lenses or contact lenses	Once every 24 months	
Frame	Once every 24 months	

**Standard contact lens exams include fitting for routine applications of soft, spherical (astigmatism less than .75D), daily wear contact lenses for single vision prescriptions. Fitting for extended/overnight wear is not included in standard contact lens exams. Premium contact lens exams include fitting for more complex applications, including, but not limited to toric (astigmatism .75D or higher), bifocal /multifocal, cosmetic color, post-surgical and gas permeable. Fitting for extended/overnight wear for any prescription is included in premium contact lens exams.*

Second Pair

We recognize that many Covered Persons prefer to have a second pair of frames and lenses as a convenience. The first pair of frames and corrective lenses are covered by this plan, however, We have negotiated with Preferred Providers and allow them to extend a 40% discount for a second pair of frames and corrective lenses (including, but not limited to, prescription sunglasses, VDT prescription in lieu of bifocals, safety glasses, occupational or recreational glasses) at the same time as the first pair of frames and corrective lenses. Of the two pairs of frames and corrective lenses, the more expensive pair will be defined as the "first pair" while the least expensive pair will be considered the "second pair."

Exclusions and Limitations

Except as otherwise provided in the Vision Plan Schedule of Benefits, the following are excluded from coverage:

1. Charges for procedures, services or Materials that are not included as Covered Charges.
2. Any portion of a charge in excess of the Maximum Benefit Allowance.

3. Expenses for any non-Standard Corrective Lens Materials, including but not limited to the following: Coated, dyed, glass lens tints or laminated lenses, or Oversize lenses, occupational or recreational lenses, polycarbonate, safety glasses, scratch resistant, UV protection, anti-reflective, or Photochromatic/photosensitive lenses.
4. Non-prescription lenses.
5. Orthoptics, vision training and low vision aids and any associated supplemental testing.
6. Medical or surgical treatment of the eye including, but not limited to, Laser In Situ Keratomileusis (LASIK) and Photorefractive Keratectomy (PRK).
7. Prescription or non-prescription medications.
8. Any eye examination or any corrective eye wear required as a condition of employment.
9. Services or Materials which HNL determines to be Experimental, cosmetic or not Medically Necessary.
10. Any service or material not prescribed by an ophthalmologist, optometrist or registered dispensing optician.
11. Services and Materials furnished in conjunction with excluded services and Materials.
12. Services and Materials for repair or replacement of broken, lost or stolen lenses, contact lenses or frames.
13. Services and Materials that a Covered Person received during a Service Interval under any other plan offered by HNL or one of HNL's affiliates.
14. Charges incurred before a Covered Person's Effective Date of coverage under this *Policy* or after such coverage terminates.
15. Services or Materials received as a result of disease, defect, or injury due to war or an act of war (declared or undeclared), taking part in a riot or insurrection, or committing or attempting to commit a felony.
16. Services and Materials obtained while outside the United States, except for Emergency Vision Care.
17. Services or Materials resulting from or in the course of the Covered Person's regular occupation for pay or profit for which a Covered Person's are entitled to Benefits under any Workers' Compensation Law, Employer's Liability Law or similar law. The Covered Person must promptly claim and notify HNL of all such Benefits.
18. As follows:
    a) Charges payable or reimbursable by or through a plan or program of any governmental agency, except if the charge is related to a non-military service disability and treatment is provided by a governmental agency of the United States. However, HNL will always reimburse any state or local medical assistance (Medicaid) agency for Covered Services and Materials.
    b) Charges are not imposed against the person or for which the person is not liable.
19. Services, procedures, or Materials for which a charge would not have been made in the absence of insurance.

DENTAL PLAN BENEFITS

Definitions

In addition to the applicable definitions contained elsewhere in this Policy, the following shall apply.

(Note: All defined terms are capitalized within this Policy)

Aesthetic Dentistry: Dental services and supplies which HNL determines to be performed for cosmetic purposes. Such services and supplies are not Benefits under this dental plan.

Benefits: Dental services and supplies which are specified in this *Policy* and Dental Plan Schedule of Benefits as being eligible for Benefits under this dental plan.

Covered Services: Dental services and supplies rendered by a licensed Dentist which are specified in this *Policy* and Dental Plan Schedule of Benefits as being eligible for Benefits under this dental plan.

Deductible: The amount of payment which must be incurred by the Covered Person each Calendar Year and for which the Covered Person has payment responsibility before Benefits become payable by HNL.

Dentally Necessary (or Dental Necessity): A dental service or treatment that is:

- Necessary to treat decay, disease or injury of the teeth; or
- Essential for the care of the teeth or supporting tissues of the teeth.

Elective Dentistry: Dental services and supplies which HNL determines to be not Dentally Necessary. **Such services and supplies are not Benefits under this dental plan.**

Emergency Dental Care: Dentally Necessary services required for: (1) the alleviation of severe Pain; or (2) the immediate diagnosis and treatment of an unforeseen illness or injury which, if not immediately diagnosed and treated, could lead to death or disability. The attending dentist is exclusively responsible for making these dental determinations and treatment decisions. However, payment for Emergency Dental Care rendered will be conditioned on HNL's subsequent review and determination as to consistency with professionally recognized standards of dental practice and HNL's dental policies.

Experimental: Medical, dental, surgical, diagnostic, or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time **HNL** makes a determination regarding coverage in a particular case, is determined to be:

A. Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use; or

B. Subject to review and approval by any institutional review board for the proposed use; or

C. The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2 or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight; or

D. Not demonstrated through peer-reviewed professional literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed.

Maximum Allowed Fee: The Maximum allowed fee as shown in the Dental Plan Schedule of Benefits is the maximum amount HNL will pay for Covered Services. The Covered Person will be responsible for the Deductible and any charges in excess of the Maximum Allowed Fee.

Maximum Benefit Limit: The Maximum Benefit Limit as shown in the Dental Plan Schedule of Benefits is the maximum amount HNL will pay for Covered Services per Calendar Year.

Benefits

Dental services are covered as shown in the "Dental Plan Schedule of Benefits" portion of this section. The Covered Person is free to see any licensed dentist of his or her choice to receive dental care. No referral is necessary to see a specialist. When the Covered Person receives Benefits from a licensed dentist, Covered Services will be reimbursed up to the Maximum Allowed Fee stated in the Dental Plan Schedule of Benefits.

If You have any questions regarding the Benefits described in this section, please contact the Customer Contact Center at 1-866-249-2382.

Deductibles

Deductibles are a Covered Person's financial responsibility for Benefits paid to the dentist at the time services are rendered. The specific Deductible amounts are listed in the Dental Plan Schedule of Benefits. The Deductible is waived for Diagnostic and Preventive services.

Covered Person's Liability For Payment

Covered Persons are responsible for any applicable charges and for payment for non-Benefits or services and supplies in excess of specified Benefit limitations.

Grievance Procedures

1. General Information

If a Covered Person is not satisfied with the manner in which HNL has made a determination under this *Policy*, such as denial of a claim, he or she is required to initiate complaint procedures through HNL's internal complaint process. This process must be completed before requesting arbitration for final and binding resolution of the complaint.

If a complaint concerns malpractice on part of a Dental Care Provider or the quality of care given by a Dental Care Provider, the Covered Person should, if appropriate, attempt to resolve the complaint directly with the Dental Care Provider.

2. First Step – Internal Review

If, after discussion with the Member Service Department, a Covered Person is dissatisfied with HNL's determination of a policy or procedure, or a review of a denied claim, he or she may appeal the determination by calling or writing HNL's Complaint and Appeals unit at the following address:

Health Net Life Insurance Company
P.O. Box 30567
Salt Lake City, Utah 84130
1-866-249-2382

HNL can assist the Covered Person in writing with his or her complaint or appeal, or can provide the Covered Person with a complaint and appeal form. The complaint or appeal should include any additional information that HNL should consider and an itemized statement as to the amount in dispute.

HNL will notify the Covered Person in writing of the results of the review and the basis of the decision within 15 days of receipt of the complaint. HNL will advise the Covered Person if additional time is required.

3. Second Step – Internal Committee Hearing

The final internal level of appeal available to a is a hearing before HNL's Complaint Committee.

Requests for an appeal to the Committee must be made in writing within 45 days of HNL's notification to the Covered Person of the first level determination.

HNL will advise the Covered Person of the Committee's determination within 60 days of receipt of the request for the second level appeal.

4. Final Step – Neutral, Binding Arbitration

If a Covered Person does not agree with HNL's final determination, he or she can request neutral, binding arbitration in accordance with the California Arbitration Act.

Arbitration is the final process for resolving any dispute between the Covered Person and HNL, which arises out of or relates to coverage under this Policy.

As a condition of coverage under this policy, You understand and agree that any all disputes or disagreements arising out of or relating to the Policy, or the breach thereof, that are not resolved by the parties must submitted to final and binding Arbitration in accordance with the California Arbitration Act (California Code of Civil Procedure Sections 1280, et seq.) in lieu of a jury or court trial, with the express stipulation that the arbitrators shall strictly abide by the terms of this Policy and shall strictly apply rules of law applicable thereto. The written demand for arbitration shall contain a detailed statement of the matter and facts. The arbitration shall be conducted in California at a mutually agreed location by a single, neutral arbitrator who is licensed to practice law. The decision of the arbitrator shall be final and binding. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. Each party (You and HNL) shall undertake to promptly notify the other party as to any claims or disputes it might have arising out of or relating the Contract. Arbitration must be filed within two years of the date the party discovers, or reasonably should have discovered under the circumstances, the existence of the claim.

5. California Department of Insurance

Notwithstanding the provisions above, if the Covered Person is unable to resolve an issue with HNL, he or she may wish to contact:

California Department of Insurance, Consumer Services Division
300 South Spring Street
South Tower
Los Angeles, California 90013
1-800-927-HELP

Non-Assignability of Benefits

The Benefits of this dental plan may not be assigned without the prior written consent of HNL, which consent may be with held for any reason. HNL reserves the right to make payment of Benefits, at its sole discretion, directly to the attending dentist or to the Covered Person.

Dental Plan Schedule Of Benefits

1. MAXIMUM BENEFIT LIMIT

Maximum Benefit Limit (per Calendar Year).....$1000

This is the maximum amount HNL will pay for Covered Services.

2. DEDUCTIBLE

Deductible (per Calendar Year) $50

The Deductible is waived for Diagnostic and Preventive services.

3. DIAGNOSTIC PROCEDURES *Covered Procedures Maximum Allowed Fee*

D0120 Periodic oral examination - established patient.....$13
D0140 Limited oral evaluation, problem focused.....$17
D0145 Oral Evaluation for a patient under three years of age and counseling with primary caregiver.....$17
D0150 Comprehensive oral examination - new or established patient $17
D0210 Intraoral - complete series including bitewings (FMX) $40
D0220 Intraoral - periapical, first film $10
D0230 Intraoral - periapical, each additional film.....$7
D0240 Intraoral - occlusal film.....$11
D0250 Extraoral - first film $13
D0260 Extraoral - each additional film $10
D0270 Bitewing - single film $10
D0272 Bitewings - two films $15
D0273 Bitewings - three films $12
D0274 Bitewings - four films $21
D0330 Panoramic film.....$31

4. PREVENTIVE PROCEDURES

D1110 Dental prophylaxis - adult $32
D1120 Dental prophylaxis - children to age 14 ..... $25
D1203 Topical application of fluoride (excluding prophy - child) $17
D1206 Topical fluoride varnish; therapeutic application for moderate to high caries risk patients $17
D1351 Sealant, per tooth $4
D1510 Space maintainer - fixed, unilateral $61
D1515 Space maintainer - fixed, bilateral $61
D1520 Space maintainer - removable, unilateral $72
D1525 Space maintainer - removable, bilateral $72

5. RESTORATIVE PROCEDURES

D2110 Amalgam - one surface, primary $19
D2120 Amalgam - two surfaces, primary. $24
D2130 Amalgam - three surfaces, primary $29
D2131 Amalgam - four or more surfaces, primary $35
D2140 Amalgam - one surface, permanent $22
D2150 Amalgam - two surfaces, permanent $28
D2160 Amalgam - three surfaces, permanent $33
D2161 Amalgam - four or more surfaces, permanent $39
D2330 Resin - one surface, anterior $19
D2331 Resin - two surfaces, anterior $24
D2332 Resin - three surfaces, anterior $29
D2335 Resin - four or more surfaces or involving incisal angle, anterior $35
D2336 Composite resin crown-anterior, primary teeth $31
D2510 Inlay metallic, one surface* $66
D2520 Inlay metallic, two surfaces* $72
D2530 Inlay metallic, three or more surfaces* $83
D2543 Onlay - metallic - three surfaces* $110
D2544 Onlay - metallic - four or more surfaces $110
D2710 Crown resin-based composite (indirect)* $127
D2720 Crown resin with high noble metal* $154
D2721 Crown resin with predominantly base metal* $154
D2722 Crown resin with noble metal* $154
D2740 Crown Porcelain/ceramic substrate* $248
D2750 Crown Porcelain fused to high noble metal* $248
D2751 Crown Porcelain fused to predominantly base metal* $248
D2752 Crown Porcelain fused to noble metal* $248
D2790 Crown Full cast high noble metal* $154
D2791 Crown Full cast predominantly base metal* $154
D2792 Crown Full cast noble metal* $154
D2794 Crown Titanium* $154
D2910 Recement inlay, onlay, partial coverage restoration $11
D2915 Recement cast or prefabricated post and core $11
D2920 Recement crown $11
D2930 Prefabricated stainless steel crown, primary tooth $31
D2931 Prefabricated stainless steel crown, permanent tooth $31
D2950 Core buildup, including any pins* $22
D2952 Post and core in addition to crown, indirectly fabricated* $28
D2954 Prefabricated post and core in addition to crown* $28

6. ENDODONTIC PROCEDURES

D3110 Pulp cap - direct, excluding final restoration $10
D3120 Pulp cap - indirect, excluding final restoration $17
D3220 Therapeutic pulpotomy, excluding final restoration, primary teeth only $13

D3310 Root canal anterior, excluding final restoration** $121
D3320 Root canal bicuspid, excluding final restoration** $143
D3330 Root canal molar, excluding final restoration** $193
D3346 Retreatment - anterior** $121
D3347 Retreatment - bicuspid** $143
D3348 Retreatment - molar** $193
D3410 Apicoectomy/periradicular surgery, anterior** $66
D3421 Apicoectomy/periradicular surgery, bicuspid (first root)** $88
D3425 Apicoectomy/periradicular surgery, molar (first root)** $88
D3426 Apicoectomy/periradicular surgery (each additional root)** $28
D3430 Retrograde filling, per root** $17

7. PERIODONTIC PROCEDURES

D4210 Gingivectomy or gingivoplasty - four or more contiguous teeth or bounded teeth spaces per quadrant** $99
D4211 Gingivectomy or gingivoplasty, one to three contiguous teeth or bounded teeth spaces -per quadrant** $28
D4260 Osseous surgery (including flap entry and closure) - four or more contiguous teeth or bounded teeth spaces per quadrant** $176
D4261 Osseous surgery including flap entry and closure, one to three contiguous teeth or bounded teeth spaces, per quadrant** $44
D4341 Periodontal scaling and root planing - four or more teeth - per quadrant** $23
D4342 Periodontal scaling and root planing - one to three teeth per quadrant $11

8. PROSTHODONTICS (removable)

D5110 Complete upper denture* $264
D5120 Complete lower denture* $264
D5130 Immediate upper denture* $264
D5140 Immediate lower denture* $264
D5211 Upper partial - resin base* $132
D5212 Lower partial - resin base* $132
D5213 Upper partial - cast metal base with resin saddles* $264
D5214 Lower partial - case metal base with resin saddles* $264
D5281 Removable unilateral partial denture - one piece cast metal* $88
D5410 Adjust complete denture, upper $11
D5411 Adjust complete denture, lower $11
D5421 Adjust partial denture, upper $11
D5422 Adjust partial denture, lower $11
D5510 Repair broken complete denture base $22
D5520 Replace missing or broken teeth-complete denture, each tooth $8
D5610 Repair resin saddle or base $22
D5640 Replace tooth on denture, no other repair, each tooth $8
D5650 Add tooth to partial denture to replace extracted tooth, not involving clasps $9
D5660 Add clasp or rest to existing partial denture $9
D5710 Rebase complete upper denture $28
D5711 Rebase complete lower denture $28
D5720 Rebase partial upper denture $28
D5721 Rebase partial lower denture $28
D5730 Reline upper complete denture, chairside $28
D5731 Reline lower complete denture, chairside $28
D5740 Reline upper partial denture, chairside $28
D5741 Reline lower partial denture, chairside $28
D5750 Reline upper complete denture, laboratory $61
D5751 Reline lower complete denture, laboratory $61
D5760 Reline upper partial denture, laboratory $61

D5761 Reline lower partial denture, laboratory $61
D5820 Interim partial denture, anterior stayplate (upper)*.....$50
D5821 Interim partial denture, anterior stayplate (lower)* $50

9. PROSTHODONTICS (fixed)

D6210 Pontic - cast high noble metal*.....$77
D6211 Pontic - cast predominantly base metal*.....$77
D6212 Pontic - cast noble metal*.....$77
D6214 Pontic - titanium* $77
D6240 Pontic, porcelain fused to high noble metal* $138
D6241 Pontic, porcelain fused to predominantly base metal* $138
D6242 Pontic, porcelain fused to noble metal*.....$138
D6250 Pontic, resin with high noble metal* $94
D6251 Pontic, resin with predominantly base metal* $94
D6252 Pontic, resin with noble metal*. $94
D6930 Recement fixed partial (bridge). $17

10. ORAL SURGERY

D7111 Extraction, coronal remnants - deciduous tooth** $22
D7140 extraction, erupted tooth or exposed root (elevation and/or forceps removal)** $22
D7140 extraction, erupted tooth or exposed root (elevation and/or forceps removal) each additional tooth, when performed on the same visit as the first extraction**.....$22
D7210 Surgical removal of erupted tooth**.....$33
D7220 Removal of impacted tooth, soft tissue**.....$44
D7230 Removal of impacted tooth, partially bony** $55
D7240 Removal of impacted tooth, completely bony**.....$66
D7241 Removal of impacted tooth, completely bony, complications**.....$66
D7310 Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant** $22
D7311 Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant** $11
D7320 Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant**.....$44
D7321 Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant**.....$22
D7471 Removal of exostosis, per site**.....$61
D7970 Excision of hyperplastic tissue, per arch**. $55

11. ADJUNCTIVE GENERAL SERVICES

D9220 Gaeneral anesthesia, first 30 minutes.....$28
D9310 Consultation - diagnostic service provided by dentist or Physician other than requesting dentist or Physician $20
D9430 Office visit, regular hours, no other service.....$20
D9440 Office visit, after hours, no other service.....$20

*Subject to 6 month waiting period
**Subject to 3 month waiting period

Limitations to Covered Services and Supplies

1. Type I: Preventive and Diagnostic Dental Services

Coverage is provided for the following preventive dental services and subject to the following limitations:

a) Initial or periodic oral exams, limited to 2 per 12-month period. Initial exams will be limited to the allowance for a periodic exam.

b) Intraoral complete series x-rays, including 4 bite-wings and up to 14 periapical x-rays, or panoramic film with 4 bite-wings, either is limited to 1 per 36-month period and no payment for any combination of films shall exceed the amount determined for a complete series of x-rays.

c) Bitewing x-rays series (two or four films), limited to 1 per 12-month period.

d) If an intraoral complete or panoramic x-ray with bitewings has not been provided in a 36-month period, then a panoramic film without bitewings is a benefit and is limited to one per 36-month period.

e) Intraoral periapical x-rays, limited to 4 films per 6 month period when performed as a separate procedure from a complete series of x-rays.

f) Intraoral occlusal x-rays, limited to 2 films per 12-month period.

g) Extraoral x-rays, limited to 2 films per 12-month period.

h) Bitewing x-rays are not covered within a 12-month period from the date of an intraoral complete series x-rays.

i) Dental prophylaxis (cleaning and scaling), limited to 2 per 12-month period.

j) Topical fluoride treatment is limited to 1 per 12-month period for Dependent children under age 16.

k) Sealants are limited to 1 application to an unrestored permanent first or second molar tooth per 36-month period for Dependent children under age 14.

l) Space maintainers for primary teeth (limited to initial appliance only), including all adjustments and recementation made within 6 months of installation, limited to Dependent children under age 14.

m) Emergency oral exams.

n) Limited oral evaluation, problem focused.

2. Type II: Basic Dental Services (Non-Restorative)

Coverage is provided for the following non-restorative basic dental services and subject to the following limitations:

a) Pulpotomy.

b) Root canal therapy, reimbursement includes pre-operative, operative and post-operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia and routine follow-up care, limited to 1 time on the same tooth.

c) Root canal retreatment, reimbursement includes pre-operative, operative and post-operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia and routine follow-up care performed not less than 12 months after the initial therapy, limited to 1 time on the same tooth per 12-month period.

d) Apicoectomy/periradicular surgery (anterior, bicuspid, molar, each additional root), paid as a separate benefit only if services are performed not less than 12 months after the initial root canal therapy is completed. Reimbursement includes pre-operative, operative and post-operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia and routine follow-up care.

e) Periodontal scaling and root planing (per quadrant), limited to 1 time per quadrant per 24-month period and only if not performed on the same date of service as a prophylaxis or any other periodontal procedure.

f) A maximum of 2 quadrants of periodontal procedures will be paid on the same date of service unless supported with documentation for medical need.

g) Periodontal surgery related services as listed below, limited to:

- 1 time per quadrant of the mouth in any 36-month period with charges combined for gingivectomy, gingival curettage, mucogingival or osseous surgery performed in the same quadrant within the same 36-month period.

h) Oral surgery services as listed below, including an allowance for local anesthesia and routine post-operative care:

- Simple extraction;
- Surgical extractions of erupted or impacted teeth;
- Alveoloplasty; and
- Excision of hyperplastic tissue - per arch.

i) General anesthesia and intravenous sedation is covered only in conjunction with the extraction of impacted teeth.

j) Specialist consultation.

3. Type II: Basic Dental Services (Restorative)

Coverage is provided for the following restorative basic dental services and subject to the following limitations:

a) Amalgam restorations inclusive of any etching and bonding, limited as follows:

- Multiple restorations (surfaces) on a single tooth are combined for coverage purposes.
- Benefits for the replacement of an existing amalgam restoration will only be considered for payment if at least 12 months have passed since the existing amalgam restoration was placed.
- Acid etch is not covered as a separate procedure.

b) Composite restorations inclusive of any etching and bonding, limited as follows:

- Multiple restorations (surfaces) on a single anterior tooth are combined for coverage purposes.
- Acid etch is not covered as a separate procedure.
- Benefits for the replacement of an existing anterior composite restoration will only be considered for payment if at least 12 months have passed since the existing anterior composite restoration was placed.
- Benefits for composite resin restorations on posterior teeth (behind the second bicuspid) will be based on the allowance for the corresponding amalgam restoration.

c) Stainless steel crowns are limited to 1 per tooth per 36 month period for Covered Person's age 19 and under for teeth not restorable by an amalgam or composite filling.

4. Type III: Major Dental Services

Coverage is provided for the following major dental services and subject to the following limitations:

a) Inlays and onlays:

- Are covered only when the tooth cannot be restored by an amalgam filling.
- Are covered only if more than 5 years have elapsed since last placement; and
- Limited to persons age 19 and above.
- Composite or porcelain is not covered on molar teeth.

b) Porcelain substrate or metal crowns;

- Porcelain or porcelain fused to metal crowns are not covered on molar teeth.

c) Crowns:

- Are covered only when the tooth cannot be restored by an amalgam or composite filling.
- Are covered only if more than 5 years have elapsed since last placement; and
- Limited to persons over age 19.

d) Crown build-up, including pins and pre-fabricated posts. (Current periapical x-ray and narrative should indicate insufficient remaining tooth structure. Coverage is subject to determination of dental necessity.)

e) Post and core, covered only for endodontically treated teeth requiring crowns.

f) Full dentures, 1 time per arch, limited as follows:

- Replacement dentures are covered only if:
  1) 5 years have elapsed since last placement and the denture cannot be made serviceable; and
  2) 2 years have elapsed after the Covered Person's Effective Date of coverage under this *Policy*.

g) HNL will not pay additional Benefits for personalized dentures or overdentures and associated treatment.

h) Partial dentures, including any clasps and rests and all teeth, 1 partial per arch, limited as follows:

- Replacement partial dentures are covered only if:
  1) 5 years have elapsed since last placement (please refer to the Denture or Bridge Replacement/Addition provision for exceptions) and the partial denture cannot be made serviceable; and
  2) 2 years have elapsed after the Covered Person's Effective Date of coverage under this *Policy*.

i) There is no benefit for precision or semi-precision attachments.

j) Each additional clasp and rest.

k) Full or partial dentures, adjustments limited to 1 time per arch in any 12-month period following the initial 6-month denture placement period.

l) One repair per arch to full or partial dentures and bridges limited to repairs performed more than 12 months after the initial insertion; repairs are limited to those resulting from normal wear and to 1 repair every 12 months.

m) Relining or rebasing dentures, limited to:

- 1 time per arch per 36-month period; and
- For standard dentures, when done within 12 months or the insertion of the denture.
- For immediate dentures, when done within 6 months after the insertion of the denture.

n) Stayplates (temporary partial dentures) are limited to the replacement of anterior teeth and only during the healing phase following extractions.

o) Fixed partial dentures (bridge) limited as follows:

- Limited to Covered Persons over age 16.
- Benefits for the replacement of an existing fixed partial denture are payable only if the existing bridge:
  1) Is more than 5 years old (see the Denture or Bridge Replacement/Addition provision for exceptions);
  2) Cannot be made serviceable; and
  3) 2 years have elapsed after the Covered Person's Effective Date of coverage under this *Policy*.
- A fixed partial denture is the benefit for the replacement of a missing single tooth only if there are no other missing teeth in the same arch.

- A removable partial denture is the benefit for the replacement of more than 1 missing tooth in the same arch, limited to one per 5 years.
- A fixed partial denture replacing the extracted portion of a hemisected tooth is not covered.
- The date the teeth are prepared for a bridge will be used in determining the amount that will be applied to the Maximum Benefit Limit shown in the Schedule of Benefits.

p) Recementing inlays, onlays, crowns and bridges, limited to services performed more than 12 months after the initial insertion and limited to 1 service in any 12 consecutive month period.

q) Benefits for temporary dental services (including temporary restorations or prosthetics) will be considered part of the final dental service. Benefits payable for the temporary service will be deducted from the Benefits otherwise payable for the final service.

r) A temporary restoration means that it is inserted and used by a Covered Person for less than 12 months. Any restoration or prosthetic inserted and used for at least 12 months will be considered permanent.

5. Denture or Bridge Replacement/Addition

HNL will not pay for the replacement of a full denture, partial denture, fixed partial denture or for teeth added to a partial denture unless:

a) 5 years have elapsed since last replacement of the denture or bridge;

b) The denture or bridge cannot be made serviceable;

c) The denture or bridge was damaged while in the Covered Person's mouth when an Injury was suffered while insured under this *Policy*, and it cannot be made serviceable; and

d) 2 years have elapsed after the Covered Person's Effective Date of coverage under this *Policy*.

However, the following exceptions will apply:

a) Benefits for the replacement of an existing partial denture that is less than 5 years old will be covered if there is a Dentally Necessary extraction of an additional Functioning Natural Tooth and the partial denture cannot be made serviceable.

For an existing fixed partial denture that is less than 5 years old, and an existing abutment or a Functioning Natural Tooth within the same arch is extracted, the Covered Benefit will be a partial denture.

6. Missing Teeth Limitation

HNL will not pay Benefits for replacement of teeth missing on You or Your dependents' Effective Date of coverage for the purpose of the initial placement of a full denture, partial denture or fixed partial denture (bridge), except as follows:

a) The initial placement of full or partial dentures will be considered a Covered Dental Charge if the placement includes the initial replacement of a Functioning Natural Tooth extracted while the Covered Person is insured under this *Policy*.

b) The initial placement of a fixed partial denture will be considered a Covered Dental Charge if the placement includes the initial replacement of a Functioning Natural Tooth extracted while the Covered Person is insured under this *Policy*. However, the following restrictions will apply:

- Benefits will only be covered for the replacement of the teeth extracted while the Covered Person is covered under this *Policy* and the replacement is furnished within 12 months of the date the tooth was first extracted.
- Benefits will not be covered for the replacement of other teeth that were missing on the Covered Person's Effective Date. Please refer to the Type III: Major Dental Services section of this *Policy* for further information.

Coordination of Dental Plan Benefits
If any Covered Services under this Policy are also payable under health or other dental insurance or other health coverage, We will not make payment under this dental Policy until after We determine what benefits are paid or payable by the health insurance or other dental or health coverage plan. This coordination of benefits (COB) provision applies when a person has health or dental coverage under more than one Coverage Plan. "Coverage Plan" is defined below. The order of benefit determination rules below determine which Coverage Plan will pay as the primary Coverage Plan. The primary Coverage Plan that pays first pays without regard to the possibility that another Coverage Plan may cover some expenses. A secondary Coverage Plan pays after the primary Coverage Plan and may reduce the benefits it pays so that payments from all group Coverage Plans do not exceed 100% of the total allowable expense. When two or more Coverage Plans pay benefits, the rules for determining the order of payment are as follows:

a. The primary Coverage Plan pays or provides its benefits as if the secondary Coverage Plan or Coverage Plans did not exist.

b. A Coverage Plan that does not contain a coordination of benefits provision that is consistent with this provision is always primary. There is one exception: coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits may provide that the supplementary coverage will be excess to any other parts of the Coverage Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base Coverage Plan hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel Coverage Plan to provide out-of network benefits.

c. A Coverage Plan may consider the benefits paid or provided by another Coverage Plan in determining its benefits only when it is secondary to that other Coverage Plan.

d. The first of the following rules that describes which Coverage Plan pays its benefits before another Coverage Plan is the rule to use.

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

    2. Child Covered Under More Than One Plan. The order of benefits when a child is covered by more than one Coverage Plan is:

        a. The primary Coverage Plan is the Coverage Plan of the parent whose birthday is earlier in the year if:

            1) The parents are married;

            2) The parents are not separated (whether or not they ever have been married); or

            3) A court decree awards joint custody without specifying that one party has the responsibility to provide health care coverage. If both parents have the same birthday, the Coverage Plan that covered either of the parents longer is primary.

        b. If the specific terms of a court decree state that one of the parents is responsible for the child's health or dental care expenses or health or dental care coverage and the Coverage Plan of that parent has actual knowledge of those terms, that Coverage Plan is primary. This rule applies to claim determination periods or Coverage Plan years commencing after the Coverage Plan is given notice of the court decree.

        c. If the parents are not married, or are separated (whether or not they ever have been married) or are divorced, the order of benefits is:

            1) The Coverage Plan of the custodial parent;

            2) The Coverage Plan of the spouse of the custodial parent;

3) The Coverage Plan of the noncustodial parent; and then

4) The Coverage Plan of the spouse of the noncustodial parent.

As used above, “Coverage Plan” were a contract or insurance policy which provides coverage for dental care services.

A. GENERAL EXCLUSIONS

HNL will not pay expenses incurred for any of the following:

1. Treatment which: a) is not included in the Dental Plan Schedule of Benefits; b) is not Dentally Necessary; or c) is Experimental in nature.
2. Inlays, cast restorations, crowns, or other laboratory prepared restorations used primarily for the purpose of splinting.
3. Services and supplies related to the change of vertical dimension, restoration or maintenance of occlusion, re-implantation, splinting and stabilizing teeth, bite registration, bite analysis, attrition, erosion or abrasion, and treatment for myofacial pain disorders (MPD) or temporomandibular joint dysfunction (TMJ).
4. Orthodontic services, supplies, or oral surgery procedures for the purposes of orthodontic treatment, inclusive of extractions.
5. Any dental procedure preformed solely for cosmetic/aesthetic reasons. (Cosmetic procedures that are performed to improve physical appearance.)
6. Crowns, inlays, cast restorations, or other laboratory prepared restorations on teeth that may be restored with an amalgam or composite resin filling.
7. Athletic mouthguards; denture duplication; infection control; separate charges for acid etch; treatment of jaw fractures; orthognathic surgery; exams required by a third party; travel time; transportation costs; professional advice given on the phone.
8. Implants, related procedures or services involving root form implants.
9. Grafting (bone or tissue) and guided tissue regeneration.
10. Biopsy, the removal or treatment of cysts, tumors or neoplasms and any lab reports related to such services.
11. Treatment involving or relating to congenital or developmental malformations, including, but not limited to cleft palate, congenitally missing or supernumerary teeth.
12. Therapeutic drug injections.
13. Prescription drugs or any medications are not covered.
14. Porcelain veneers or 3/4 porcelain crowns.
15. Maryland or Cantelever (bridges) fixed partials.
16. Personalized or overdentures and associated procedures.
17. Services or supplies provided by a Dentist, Dental Hygienist, denturist or doctor who is a close Relative or a person who ordinarily resides with the Covered Person.
18. Hospital or facility charges for room, supplies or emergency room expenses; or routine chest x-rays and medical exams prior to oral surgery.
19. Services or supplies received as a result of to war or an act of war or caused during service in the armed forces of any country.
20. Services and supplies obtained while outside the United States, except for Emergency Dental Care.
21. Personal supplies or equipment, including but not limited to water driven or rotary teeth cleaning devices, toothbrushes, or floss holders.
22. Replacement of a lost or stolen Appliance or removable Prosthesis.
23. Educational procedures, including but not limited to oral hygiene, plaque control or dietary instructions.
24. Completion of claim forms or missed dental appointments.

25. Services or supplies resulting from or in the course of Your or a Dependent's regular occupation for pay or profit for which the Covered Person's are entitled to Benefits under any Workers' Compensation Law, Employer's Liability Law or similar law. You must promptly claim and notify HNL of all such Benefits.
26. Charges that are payable or reimbursable by or through a plan or program of any governmental agency, except if the charge is related to a nonmilitary service disability and treatment is provided by a governmental agency of the United States. However, HNL will always reimburse any state or local medical assistance (Medicaid) agency for Covered Services and Supplies.
27. Services, procedures, or supplies for which a charge would not have been made in the absence of insurance.
28. Procedures, services or supplies for which the Covered Person does not have to pay, except when payment of such Benefits is required by law and then only to the extent required by law.
29. Treatment will be considered a Covered Service and Supply only when the Covered Person is eligible for services on the date treatment is started. Payment is based on the start date.

SPECIFIC PROVISIONS

Customer Contact Center Interpreter Services

HNL's Customer Contact Center has bilingual staff and interpreter services for additional languages to handle Covered Person language needs. Examples of interpretive services provided include explaining benefits, filing a grievance and answering questions related to Your health plan in the Covered Person's preferred language. Also, our Customer Contact Center staff can help You find a health care provider who speaks Your language. Call the Customer Contact Center number on Your HNL ID card for this free service. HNL discourages the use of family members and friends as interpreters and strongly discourages the use of minors as interpreters at all medical points of contact where a covered benefit or service is received. Language assistance is available at all medical points of contact where a covered benefit or service is accessed. You do not have to use family members or friends as interpreters. If You cannot locate a health care provider who meets Your language needs, You can request to have an interpreter available at no charge.

Covered Persons' Rights and Responsibilities Statement

HNL is committed to treating Covered Persons in a manner that respects their rights, recognizes their specific needs and maintains a mutually respectful relationship. In order to communicate this commitment, HNL has adopted these Covered Persons' rights and responsibilities. These rights and responsibilities apply to Covered Persons' relationships with HNL, its contracting practitioners and providers, and all other health care professionals providing care to its Covered Persons.

Covered Persons have the right to:

- Receive information about HNL, its services, its practitioners and providers and Covered Persons' rights and responsibilities;
- Be treated with respect and recognition of their dignity and right to privacy;
- Participate with practitioners in making decisions about their health care;
- A candid discussion of appropriate or medically necessary treatment options for their conditions, regardless of cost or benefit coverage;
- Request an interpreter at no charge to You;
- Use interpreters who are not Your family members or friends;
- File a grievance in Your preferred language by using the interpreter service or by completing the translated grievance form that is available on www.healthnet.com;
- File a complaint if Your language needs are not met;
- Voice complaints or appeals about the organization or the care it provides; and
- Make recommendations regarding HNL's member rights and responsibilities policies.

Covered Persons have the responsibility to:

- Supply information (to the extent possible) that the organization and its practitioners and providers need in order to provide care;
- Follow plans and instructions for care that they have agreed-upon on with their practitioners; and
- Be aware of their health problems and participate in developing mutually agreed-upon treatment goals to the degree possible.

Right of Recovery

Whenever HNL has made payments in excess of the benefits payable under this *Policy*, HNL has the right to recover the excess from any person to, or for, or with respect to whom, such payments were made, or from any other insurers, health care service plans or other organizations.

If HNL pays benefits for expenses incurred on account of a Covered Person, the Policyholder or any other person that was paid must make a refund to HNL if:

- All or some of the expenses were not paid by the Policyholder or his or her Dependents or did not legally have to be paid.
- All or some of the payment made by HNL exceeded the benefits under this *Policy*.
- All or some of the expenses were recovered from or paid by a source other than this *Policy*. This includes payments made as a result of claims against a third party of negligence, wrongful acts or omissions.

The refund equals the amount HNL paid in excess of the amount it should have paid under this *Policy*. In the case of recovery from or payment by a source other than this *Policy*, the refund equals the amount of the recovery or payment up to the amount HNL paid.

If the refund is due from another person or organization that was paid, the Policyholder and his or her Dependents agree to help HNL get the refund when requested.

If the Policyholder, or any other person or organization that was paid, do not promptly refund the amount, HNL may reduce the amount of any future benefits that are payable under this *Policy*. The reduction will equal the amount of the required refund.

Health Care Plan Fraud

Policyholder Responsibility

The Policyholder must:

- File accurate claims. If someone else, such as the Policyholder's spouse, Domestic Partner or another Dependent, files claims on Your behalf, You should review the form before You sign it;
- Review the explanation of benefits (EOB) form when it is returned to You. Make certain that benefits have been paid correctly based on Your knowledge of the expenses incurred and the services rendered;
- Never allow another person to seek medical treatment under Your identity. If Your ID Card is lost, You should report the loss to Us immediately; and
- Provide complete and accurate information on claims forms and any other information forms. Attempt to answer all questions to the best of Your knowledge.

To maintain the integrity of Your health plan, We encourage You to notify Us whenever a provider:

- Bills You for services or treatments that You have never received;
- Asks You to sign a blank claim form; or
- Asks You to undergo tests that You feel are not needed.

If You are concerned about any of the charges that appear on a bill or Explanation of Benefits form, or if You know of or suspect any illegal activity, call Our toll-free hotline at the number shown on Your HNL ID card. All calls are strictly confidential.

CONFIDENTIALITY OF MEDICAL RECORDS

A STATEMENT DESCRIBING HNL'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO THE COVERED PERSON UPON REQUEST.

GENERAL PROVISIONS

A. FORM OR CONTENT OF *POLICY*: No agent or employee of HNL is authorized to change the form or content of this *Policy*. Any changes can be made only through an endorsement authorized and signed by an officer of HNL.

B. ENTIRE CONTRACT: This *Policy*, the Policyholder's application for this *Policy* and any riders and endorsements to the *Policy* shall constitute the entire contract between the Company and the Policyholder. No change in this *Policy* shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this *Policy* or to waive any of its provisions

All statements made by the Policyholder or any of the insured persons will be considered except for fraud, to be representations and not warranties. No statement made by an insured person will be used to void his or her insurance or in defense of a claim unless it is in writing and a copy has been given to the insured person or his or her beneficiary.

C. GRACE PERIOD: A Grace Period of 30 days will be granted for the payment of each Premium falling due after the first Premium, during which Grace Period the policy shall continue in force (subject to the right of the insurer to cancel in accordance with the cancellation provision hereof).

D. CHARTER NOT PART OF *POLICY*: None of the terms or provisions of the charter, constitution or bylaws of HNL shall form a part of this *Policy* or be used in the defense of any suit hereunder, unless the same is set forth in full in this *Policy*.

E. DISTRIBUTION OF NOTICES: HNL will send required notices as specified in this Policy to the Policyholder's address on record.

F. NOTICE OF RIGHT OF EXAMINATION: If the Policyholder is not satisfied with his or her coverage under this *Policy,* he or she may return it within 10 days of receipt. The *Policy* must be mailed or delivered to HNL. If the *Policy* is returned to HNL within 10 days of receipt, HNL will refund any Premium paid and the *Policy* will be considered canceled.

G. BENEFITS NOT TRANSFERABLE: No person other than the Covered Person is entitled to receive benefits to be furnished by HNL under this *Policy*. Such right to benefits is not transferable. ***Fraudulent use of such benefits will result in cancellation of the Covered Person's eligibility under this Policy and appropriate legal action.***

H. BENEFIT CHANGES: HNL will provide the Policyholder at least 60 days' notice in advance of any changes in benefit or *Policy* provisions. There is no vested right to receive the benefits of this *Policy*.

I. TIME LIMIT ON CERTAIN DEFENSES: After two years from the date of issue of this *Policy*, no misstatements, except fraudulent misstatements, made by the applicant in the application for the *Policy* shall be used to void the *Policy* or to deny a claim for loss incurred or disability commencing after the expiration of the two-year period.

No claim for loss incurred or disability commencing after two years from the date of issue of this *Policy* shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this *Policy*.

J. TRANSFER OF MEDICAL RECORDS: A health care provider may charge a reasonable fee for the preparation, copying, postage or delivery costs for the transfer of Your medical records. Any fees associated with the transfer of medical records are the Covered Person's responsibility.

K. NOTICE OF CLAIM: Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any covered loss, or as soon thereafter as reasonably possible. Notice may be given to Us at 21281 Burbank Blvd., Woodland Hills, CA 91367, or to any of Our authorized agents or mailed to Us at P.O. Box 9040, Farmington, MO 63640-9040. Notice should include information sufficient for Us to identify the Covered Person.

L. CLAIM FORMS: When We receive notice of a claim, We will furnish You with Our usual forms for filing proof of loss. If We do not do so within 15 days, You can comply with the requirements for furnishing proof of loss by submitting written proof within the time fixed in this *Policy* for filing such proofs of loss. Such written proof must cover the occurrence, the character and the extent of the loss. We will not pay legal fees or interest due on claims that the Covered Person fails to submit in a timely manner.

M. PROOFS OF LOSS: Written proof of loss must be furnished to Us at 21281 Burbank Blvd., Woodland Hills, CA 91367, in case of claim for loss for which this *Policy* provides any periodic payment contingent upon continuing loss, within 90 days after the end of the period of time for which claim is made; in the case of claim for any other loss, written proof of loss must be furnished within 90 days after the date of the loss. Failure to furnish such proof within the time required will not invalidate or reduce any claim if proof is furnished as soon as reasonably possible. Except in the absence of legal capacity, however, We are not required to accept proofs more than one year from the time proof is otherwise required**.**

N. EXPENSES FOR COPYING MEDICAL RECORDS: We will reimburse the Covered Person or provider for reasonable expenses incurred in copying medical records requested by Us.

O. TIME OF PAYMENT OF CLAIM: We will pay benefits promptly upon receipt of due written proof of loss. HNL will reimburse each complete claim, or portion thereof, whether in-state or out-of-state, as soon as practical, but no later than 30 working days after receipt of the complete claim by HNL. HNL may contest or deny a claim, or portion thereof, by notifying the claimant, in writing, that the claim is contested or denied, within 30 working days after receipt of the complete claim by HNL.

Indemnities payable under this *Policy* for any loss other than loss for which this *Policy* provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this *Policy* provides periodic payment will be paid and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

P. CLAIMS DENIAL:

1. **DENIAL:** If the Covered Person submits a fully completed claim to HNL, and it is partially or totally denied, he or she should be notified in writing of the denial within 30 days from the date the claim was submitted. The Covered Person will be given the specific reasons for the denial. If the claim might be paid with more information, the Covered Person will be told what additional information is necessary and why.

2. **APPEAL:** The Covered Person or his or her authorized representative has the right to appeal the denial or partial denial of any claim made under the *Policy* by requesting a review of the claim. The request must be made in writing to HNL within 365 days of the date that appears on the claims denial.

   If the request is not made within the 365 day period, the Covered Person waives the right to a review.

   This request must include the Covered Person's name, address, date of denial and the reasons upon which the request for review is based. Any facts that support these reasons and any issues or comment the Covered Person or the representative deems relevant should be included. In addition, the Covered Person or the representative may examine pertinent documents that relate to the denial of the claim and that HNL has authorized for release.

3. **REVIEW AND DECISION:** Upon receipt of the request for review, HNL will make full and fair review of the claim and its denial.

   HNL has a period of 60 days in which to make a decision, unless special circumstance requires an extension of time for processing. The Covered Person will be notified if an extension of time beyond 60 days is necessary. A decision will be made as soon as possible, but no later than 120 days after receipt of a request for review.

   The decision on the request for review will be in writing and will include the specific reasons supporting it and specific references to the pertinent *Policy* provisions on which the decision is based. This written notice shall be final and binding.

Q. PAYMENT WHEN POLICYHOLDER IS UNABLE TO ACCEPT: If a claim is unpaid at the time of the Covered Person's death or if the Covered Person is not legally capable of accepting it, it will be paid to the Covered Person's estate or any relative or person who may legally accept on the Covered Person behalf.

R. NOTICE OF CANCELLATION: If this *Policy* terminates for any reason, HNL will send the notice of cancellation to the Policyholder.

S. MODIFICATIONS TO PLAN AND NOTICE OBLIGATIONS: If the plan is modified in accordance with the terms and provisions of this *Policy*, HNL will send notice of such modification to the Policyholder.

T. WORKERS' COMPENSATION INSURANCE: This *Policy* is not in lieu of and does not affect any requirement for, or coverage by, Workers' Compensation Insurance.

U. NOTICE: Any notice required of HNL shall be sufficient if mailed to the Policyholder, at the address appearing on the records of HNL; and, if notice is required of the Policyholder, it will be sufficient if mailed to the HNL office at the address listed on the back cover of this *Policy*.

V. REGULATION AND INTERPRETATION OF *POLICY*: This *Policy* is issued with and is governed by the state of California. The laws of the state of California shall be applied to interpretations of this *Policy*.

W. NONDISCRIMINATION: HNL hereby agrees that no person who is otherwise eligible for coverage under this *Policy* shall be refused enrollment nor shall his or her coverage be canceled solely because of race, color, national origin, ancestry, religion, sex, gender identity, gender expression, marital status, sexual orientation, age, health status, or physical or mental handicap.

X. LEGAL ACTIONS: No action at law or in equity may be brought to recover benefits prior to the expiration of 60 days after written Proof of Loss has been furnished. No such action may be brought after a period of 3 years (or the period required by law, if longer) after the time limits stated in the Proofs of Loss section**.**

Y. NON-REGULATION OF PROVIDERS: This Health Net PPO plan does not regulate the amounts charged by providers of medical care, except to the extent that the rates for the Covered Services and Supplies are negotiated with Participating and Preferred Providers

Z. PRIVACY STATEMENT: HNL wants You to understand how We protect Your privacy when We collect and use information about Covered Persons, and the measures that We take to safeguard that information. These provisions apply to both current and former Covered Person, unless We state otherwise.

- **Information Security**

  The only individuals who are authorized to have access to nonpublic personal information about Covered Persons ("Covered Person Information") are those individuals who need it to perform their job responsibilities or to provide products or services to Covered Persons. For example, We may access Covered Person Information to offer other compatible products or services We provide, to process requests We receive from a Covered Person and to administer Our products or services. Our employees are required to maintain the confidentiality of Covered Person Information and to follow the policies and procedures We establish to secure such information. In addition, We maintain physical, electronic and procedural security measures to safeguard Covered Person Information.

- **Information We Collect**

  As part of providing Covered Persons with Our services and products, We obtain and collect Covered Person Information about a Covered Person, including:

  - Information We receive from the Covered Person on applications or other forms (such as the Covered Person's name, address, telephone number, social security number, account information, employment, health status and other personal information relevant to the Covered Person's coverage); and
  - Information about the Covered Person's transactions with Us, Our affiliates or others (such as information about Premium payment history, Copayments, claims payments, coinsurance and Deductibles).

  Although We collect such information primarily from applications and forms, We may also collect information through other means, such as telephone conversations, web sites and through third parties, such as employers, Physicians, Hospitals and other medical providers. We may also collect such information from Internet "cookies" which may be used to track web site usage, remember passwords and provide the Covered Person with web site content specific to the Covered Person's needs and interests.**

- **Disclosures**

  We do not disclose any Covered Person Information about a Covered Person or Our former Covered Persons to anyone, except as permitted by law. We may disclose all of the information We collect, as described above in the "Information We Collect" section. For example, Covered Person Information will or may be disclosed for purposes such as to provide services to Covered Persons; to coordinate with reinsurance and excess or stop loss insurers; to enforce a Covered Person's rights; to protect against actual or potential fraud; to resolve Covered Person inquiries or disputes; to carry out Our business; to protect the confidentiality or security of Our records; to administer preventive health and case management programs; to perform underwriting, auditing and ratemaking functions; to enable Our service providers to perform marketing on Our behalf to inform Covered Persons about Our own products or services; to allow Our health insurance affiliate to provide Covered Persons with information about Medicare supplement products; and to comply with federal or state laws and other applicable legal requirements.

- **Additional Information about this Privacy Statement**

  The policies indicated in this privacy statement will remain effective, even if the Covered Person's coverage is terminated, to the extent We retain Covered Person Information about the Covered Person. We may change this privacy statement at any time and will inform the Covered Person of any changes as required by law or regulation.

  **Information We collect through Our Internet web site is subject to Our Web privacy statement, which is available on Our web site at www.healthnet.com.

AA. NOTICE OF PRIVACY PRACTICES: THIS NOTICE DESCRIBES HOW PROTECTED HEALTH INFORMATION **AND NONPUBLIC PERSONAL FINANCIAL INFORMATION*** ABOUT THE COVERED PERSON MAY BE USED AND DISCLOSED**. THIS NOTICE ALSO DESCRIBES** HOW THE COVERED PERSON CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice tells the Covered Person about the ways in which HNL (referred to as "We" or "the Plan") may collect, use and disclose You're a Covered Person's protected health information and the Covered Person rights concerning the Covered Person's protected health information. "Protected health information" is information about the Covered Person, including demographic information, that can reasonably be used to identify the Covered Person and that relates to the Covered Person's past, present or future physical or mental health or condition, the provision of health care to the Covered Person or the payment for that care.

We are required by federal and state laws to provide the Covered Person with this Notice about the Covered Person's rights and Our legal duties and privacy practices with respect to the Covered Person protected health information. We must follow the terms of this Notice while it is in effect. Some of the uses and disclosures described in this Notice may be limited in certain cases by applicable state laws that are more stringent than the federal standards.

- **How We May Use And Disclose Your Protected Health Information**

  We may use and disclose the Covered Person's protected health information for different purposes. The examples below are provided to illustrate the types of uses and disclosures We may make without the Covered Person's authorization for payment, health care operations and treatment.

  1. **Payment**. We use and disclose the Covered Person's protected health information in order to pay for the Covered Person's covered health expenses. For example, We may use the Covered Person's protected health information to process claims or be reimbursed by another insurer that may be responsible for payment or for Premium billing.

  2. **Health Care Operations**. We use and disclose the Covered Person's protected health information in order to perform Our plan activities, such as quality assessment activities or administrative activities, including data management or customer service.

  3. **Treatment**. We may use and disclose he Covered Person's protected health information to assist the Covered Person's health care providers (doctors, pharmacies, Hospitals and others) in he Covered Person's diagnosis and treatment. For example, We may disclose the Covered Person's protected health information to providers to provide information about alternative treatments.

- **Other Permitted Or Required Disclosures**

  1. **As Required by Law**. We must disclose protected health information about the Covered Person when required to do so by law.

  2. **Public Health Activities.** We may disclose protected health information to public health agencies for reasons such as preventing or controlling disease, injury or disability.

  3. **Victims of Abuse, Neglect or Domestic Violence.** We may disclose protected health information to government agencies about abuse, neglect or domestic violence.

  4. **Health Oversight Activities.** We may disclose protected health information to government oversight agencies (e.g., California Department of Health Services) for activities authorized by law.

  5. **Judicial and Administrative Proceedings.** We may disclose protected health information in response to a court or administrative order. We may also disclose protected health information about the Covered Person in certain cases in response to a subpoena, discovery request or other lawful process.

  6. **Law Enforcement.** We may disclose protected health information under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.

  7. **Coroners, Funeral Directors, Organ Donation.** We may release protected health information to coroners or funeral directors as necessary to allow them to carry out their duties. We may also disclose protected health information in connection with organ or tissue donation.

  8. **Research.** Under certain circumstances, We may disclose protected health information about the Covered Person for research purposes, provided certain measures have been taken to protect the Covered Person's privacy.

  9. **To Avert a Serious Threat to Health or Safety.** We may disclose protected health information about the Covered Person, with some limitations, when necessary to prevent a serious threat to the Covered Person's health and safety or the health and safety of the public or another person.

  10. **Special Government Functions.** We may disclose information as required by military authorities or to authorized federal officials for national security and intelligence activities.

  11. **Workers' Compensation.** We may disclose protected health information to the extent necessary to comply with state law for workers' compensation programs.

- **Other Uses Or Disclosures With An Authorization**

  Other uses or disclosures of the Covered Person's protected health information will be made only with the Covered Person's written authorization, unless otherwise permitted or required by law. The Covered Person may revoke an authorization at any time in writing, except to the extent that We have already taken action on the information disclosed or if We are permitted by law to use the information to contest a claim or coverage under the Plan.

- **A Covered Person's Rights Regarding Your Protected Health Information**

  the Covered Person have certain rights regarding protected health information that the Plan maintains about the Covered Person.

  1. **Right To Access A Covered Person's Protected Health Information.** the Covered Person have the right to review or obtain copies of the Covered Person's protected health information records, with some limited exceptions. Usually the records include enrollment, billing, claims payment and case or medical management records. Your request to review and/or obtain a copy of the Covered Person's protected health information records must be made in writing. We may charge a fee for the costs of producing, copying and mailing the Covered Person's requested information, but We will tell the Covered Person the cost in advance.

2. **Right To Amend A Covered Person's Protected Health Information.** If the Covered Person feel that protected health information maintained by the Plan is incorrect or incomplete, the Covered Person may request that We amend the information. Your request must be made in writing and must include the reason the Covered Person are seeking a change. We may deny the Covered Person's request if, for example, the Covered Person ask Us to amend information that was not created by the Plan, as is often the case for health information in Our records, or the Covered Person ask to amend a record that is already accurate and complete.

   If We deny the Covered Person's request to amend, We will notify the Covered Person in writing. the Covered Person then have the right to submit to Us a written statement of disagreement with Our decision and We have the right to rebut that statement.

3. **Right to an Accounting of Disclosures by the Plan.** The Covered Person have the right to request an accounting of disclosures We have made of the Covered Person's protected health information. The list will not include Our disclosures related to the Covered Person's treatment, Our payment or health care operations, or disclosures made to the Covered Person or with the Covered Person's authorization. The list may also exclude certain other disclosures, such as for national security purposes.

   Your request for an accounting of disclosures must be made in writing and must state a time period for which the Covered Person want an accounting. This time period may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form the Covered Person want the list (for example, on paper or electronically). The first accounting that the Covered Person request within a 12-month period will be free. For additional lists within the same time period, We may charge for providing the accounting, but We will tell the Covered Person the cost in advance.

4. **Right To Request Restrictions on the Use and Disclosure of A Covered Person's Protected Health Information.** The Covered Person have the right to request that We restrict or limit how We use or disclose the Covered Person's protected health information for treatment, payment or health care operations. ***We may not agree to a Covered Person request.*** If We do agree, We will comply with the Covered Person's request unless the information is needed for an emergency. The Covered Person's request for a restriction must be made in writing. In the Covered Person's request, the Covered Person's must tell Us (1) what information the Covered Person want to limit; (2) whether the Covered Person want to limit how We use or disclose the Covered Person's information, or both; and (3) to whom the Covered Person want the restrictions to apply.

5. **Right To Receive Confidential Communications.** The Covered Person has the right to request that We use a certain method to communicate with the Covered Person about the Plan or that We send Plan information to a certain location if the communication could endanger the Covered Person. The Covered Person's request to receive confidential communications must be made in writing. The Covered Person's request must clearly state that all or part of the communication from Us could endanger the Covered Person. We will accommodate all reasonable requests. The Covered Person's request must specify how or where the Covered Person wish to be contacted.

6. **Right to a Paper Copy of This Notice.** The Covered Person have a right at any time to request a paper copy of this Notice, even if the Covered Person had previously agreed to receive an electronic copy.

7. **Contact Information for Exercising The Covered Person's Rights.** The Covered Person's may exercise any of the rights described above by contacting Our privacy office. See the end of this Notice for the contact information.

- **Health Information Security**

  HNL requires its employees to follow the HNL security policies and procedures that limit access to health information about Covered Persons to those employees who need it to perform their job responsibilities. In addition, HNL maintains physical, administrative and technical security measures to safeguard the Covered Person's protected health information.

- **Changes To This Notice**

  We reserve the right to change the terms of this Notice at any time, effective for protected health information that We already have about the Covered Person as well as any information that We receive in the future. We will provide the Covered Person with a copy of the new Notice whenever We make a material change to the privacy practices described in this Notice. We also post a copy of Our current Notice on Our website at www.myhealthnetca.com. Any time We make a material change to this Notice, We will promptly revise and issue the new Notice with the new effective date.

- **Complaints**

  If the Covered Person believe that Your privacy rights have been violated, the Covered Person may file a complaint with Us and/or with the Secretary of the Department of Health and Human Services. All complaints to the Plan must be made in writing and sent to the privacy office listed at the end of this Notice.

  We support the Covered Person's right to protect the privacy of the Covered Person's protected health information. ***We will not retaliate against the Covered Person or penalize the Covered Person for filing a complaint.***

- **Contact The Plan**

  If the Covered Person has any complaints or questions about this Notice or the Covered Person wants to submit a written request to the Plan as required in any of the previous sections of this Notice, the Covered Person may send it in writing to:

  Address: HNL Privacy Office
  Attention: Director, Information Privacy
  P.O. Box 9103
  Van Nuys, CA 91409

  the Covered Person may also contact Us at:

  Telephone: **1-800-839-2172**
  Fax: **1-818-676-8314**
  Email: Privacy@healthnet.com

**Nonpublic personal financial information includes personally identifiable financial information that You provided to us to obtain health plan coverage or we obtained in providing benefits to You. Examples include Social Security numbers, account balances and payment history. We do not disclose any nonpublic personal information about You to anyone, except as permitted by law.*

NOTICE OF LANGUAGE SERVICES

English
No Cost Language Services. You can get an interpreter. You can get documents read to you and some sent to you in your language. For help, call the Customer Contact Center at the number on your ID card or call Individual & Family Plan (IFP) Off Exchange: 1-800-839-2172 (TTY: 711). For California marketplace, call IFP On Exchange 1-888-926-4988 (TTY: 711) or Small Business 1-888-926-5133 (TTY: 711). For Group Plans through Health Net, call 1-800-522-0088 (TTY: 711).

Arabic
خدمات لغوية مجانية. يمكننا أن نوفر لك مترجم فوري. ويمكننا أن نقرأ لك الوثائق بلغتك. للحصول على المساعدة اللازمة، يرجى التواصل مع مركز خدمة العملاء عبر الرقم المبين على بطاقتك أو الاتصال بالرقم الفرعي لخطة الأفراد والعائلة: 1-800-839-2172 (TTY: 711). للتواصل في كاليفورنيا، يرجى الاتصال بالرقم الفرعي لخطة الأفراد والعائلة عبر الرقم: 1-888-926-4988 (TTY: 711) أو المشروعات الصغيرة 1-888-926-5133 (TTY: 711). لخطط المجموعة عبر Health Net، يرجى الاتصال بالرقم 1-800-522-0088 (TTY: 711).

Armenian
Անվճար լեզվական ծառայություններ: Դուք կարող եք բանավոր թարգմանիչ ստանալ: Փաստաթղթերը կարող են կարդալ ձեր լեզվով: Օգնության համար զանգահարեք Հաճախորդների սպասարկման կենտրոն ձեր ID քարտի վրա նշված հեռախոսահամարով կամ զանգահարեք Individual & Family Plan (IFP) Off Exchange՝ 1-800-839-2172 հեռախոսահամարով (TTY՝ 711): Կալիֆորնիայի համար զանգահարեք IFP On Exchange՝ 1-888-926-4988 հեռախոսահամարով (TTY՝ 711) կամ Փոքր բիզնեսի համար՝ 1-888-926-5133 հեռախոսահամարով (TTY՝ 711): Health Net-ի Խմբային ծրագրերի համար զանգահարեք 1-800-522-0088 հեռախոսահամարով (TTY՝ 711):

Chinese
免費語言服務。您可使用口譯員服務。您可請人將文件唸給您聽並請我們將某些文件翻譯成您的語言寄給您。如需協助，請撥打您會員卡上的電話號碼與客戶聯絡中心聯絡或者撥打健康保險交易市場外的 Individual & Family Plan (IFP) 專線：1-800-839-2172（聽障專線：711）。如為加州保險交易市場，請撥打健康保險交易市場的 IFP 專線 1-888-926-4988（聽障專線：711），小型企業則請撥打 1-888-926-5133（聽障專線：711）。如為透過 Health Net 取得的團保計畫，請撥打 1-800-522-0088（聽障專線：711）。

Hindi
बिना शुल्क भाषा सेवाएं। आप एक दुभाषिया प्राप्त कर सकते हैं। आप दस्तावेजों को अपनी भाषा में पढ़वा सकते हैं। मदद के लिए, अपने आईडी कार्ड में दिए गए नंबर पर ग्राहक सेवा केंद्र को कॉल करें या व्यक्तिगत और फैमिली प्लान (आईएफपी) ऑफ एक्सचेंज: 1-800-839-2172 (TTY: 711) पर कॉल करें। कैलिफोर्निया बाजारों के लिए, आईएफपी ऑन एक्सचेंज 1-888-926-4988 (TTY: 711) या स्मॉल बिजनेस 1-888-926-5133 (TTY: 711) पर कॉल करें। हेल्थ नेट के माध्यम से ग्रुप प्लान के लिए 1-800-522-0088 (TTY: 711) पर कॉल करें।

Hmong
Tsis Muaj Tus Nqi Pab Txhais Lus. Koj tuaj yeem tau txais ib tus kws pab txhais lus. Koj tuaj yeem muaj ib tus neeg nyeem cov ntaub ntawv rau koj ua koj hom lus hais. Txhawm rau pab, hu xovtooj rau Neeg Qhua Lub Chaw Tiv Toj ntawm tus npawb nyob ntawm koj daim npav ID lossis hu rau Tus Neeg thiab Tsev Neeg Qhov Kev Npaj (IFP) Ntawm Kev Sib Hloov Pauv: 1-800-839-2172 (TTY: 711). Rau California qhov chaw kiab khw, hu rau IFP Ntawm Qhov Sib Hloov Pauv 1-888-926-4988 (TTY: 711) lossis Lag Luam Me 1-888-926-5133 (TTY: 711). Rau Cov Pab Pawg Chaw Npaj Kho Mob hla Health Net, hu rau 1-800-522-0088 (TTY: 711).

Japanese
無料の言語サービスを提供しております。通訳者もご利用いただけます。日本語で文書をお読みすることも可能です。ヘルプが必要な場合は、IDカードに記載されている番号で顧客連絡センターまでお問い合わせいただくか、Individual & Family Plan（IFP）（個人・家族向けプラン）Off Exchange：1-800-839-2172（TTY：711）までお電話ください。カリフォルニア州のマーケットプレイスについては、IFP On Exchange 1-888-926-4988（TTY：711）または Small Business 1-888-926-5133（TTY：711）までお電話ください。Health Netによるグループプランについては、1-800-522-0088（TTY：711）までお電話ください。

Khmer
សេវាភាសាដោយឥតគិតថ្លៃ។ លោកអ្នកអាចទទួលបានអ្នកបកប្រែផ្ទាល់មាត់។ លោកអ្នកអាចស្តាប់គេអានឯកសារឱ្យលោកអ្នកជាភាសារបស់លោកអ្នក។ សម្រាប់ជំនួយ សូមហៅទូរស័ព្ទទៅកាន់មជ្ឈមណ្ឌលទំនាក់ទំនងអតិថិជនតាមលេខដែលមាននៅលើប័ណ្ណសម្គាល់ខ្លួនរបស់លោកអ្នក ឬហៅទូរស័ព្ទទៅកាន់កម្មវិធី Off Exchange របស់គម្រោងជាលក្ខណៈបុគ្គល និងក្រុមគ្រួសារ (IFP) តាមរយៈលេខ៖ 1-800-839-2172 (TTY: 711)។ សម្រាប់ទីផ្សាររដ្ឋ California សូមហៅទូរស័ព្ទទៅកាន់កម្មវិធី On Exchange របស់គម្រោង IFP តាមរយៈលេខ 1-888-926-4988 (TTY: 711) ឬក្រុមហ៊ុនអាជីវកម្មខ្នាតតូចតាមរយៈលេខ 1-888-926-5133 (TTY: 711)។ សម្រាប់គម្រោងជាក្រុមតាមរយៈ Health Net សូមហៅទូរស័ព្ទទៅកាន់លេខ 1-800-522-0088 (TTY: 711)។

Korean
무료 언어 서비스입니다. 통역 서비스를 받으실 수 있습니다. 문서 낭독 서비스를 받으실 수 있으며 일부 서비스는 귀하가 구사하는 언어로 제공됩니다. 도움이 필요하시면 ID 카드에 수록된 번호로 고객서비스 센터에 연락하시거나 개인 및 가족 플랜(IFP)의 경우 Off Exchange: 1-800-839-2172(TTY: 711)번으로 전화해 주십시오. 캘리포니아 주 마켓플레이스의 경우 IFP On Exchange 1-888-926-4988(TTY: 711), 소규모 비즈니스의 경우 1-888-926-5133(TTY: 711)번으로 전화해 주십시오. Health Net을 통한 그룹 플랜의 경우 1-800-522-0088(TTY: 711)번으로 전화해 주십시오.

Navajo
Doo bą́ą́h ílínígóó saad bee háká ada'iiyeed. Ata' halne'ígíí da ła' ná hádídóot'įįł. Naaltsoos da t'áá shí shizaad k'ehjí shichį' yídooltah nínízingo t'áá ná ákódoolníłł. Ákót'éego shíká a'doowoł nínízingo Customer Contact Center hoolyéhíjį' hodíílnih ninaaltsoos nanitingo bee néého'dolzinígíí hodoonihjį' bikáá' éí doodago kojį' hólne' Individual & Family Plan (IFP) Off Exchange: 1-800-839-2172 (TTY: 711). California marketplace báhígíí kojį' hólne' IFP On Exchange 1-888- 926-4988 (TTY: 711) éí doodago Small Business báhígíí kojį' hólne' 1-888-926-5133 (TTY: 711). Group Plans through Health Net báhígíí éí kojį' hólne' 1-800-522-0088 (TTY: 711).

Persian (Farsi)
خدمات زبان بدون هزینه. می توانید یک مترجم شفاهی بگیرید. می توانید درخواست کنید اسناد به زبان شما برایتان خوانده شوند. برای دریافت کمک، با مرکز تماس مشتریان به شماره روی کارت شناسایی یا طرح فردی و خانوادگی (IFP) Off Exchange به شماره: 1-800-839-2172 (TTY:711) تماس بگیرید. برای بازار کالیفرنیا، با شماره IFP On Exchange 1-888-926-4988 (TTY:711) یا کسب و کار کوچک 1-888-926-5133 (TTY:711) تماس بگیرید. برای طرح های گروهی از طریق Health Net، با 1-800-522-0088 (TTY:711) تماس بگیرید.

Panjabi (Punjabi)
ਬਿਨਾਂ ਕਿਸੇ ਲਾਗਤ ਵਾਲੀਆਂ ਭਾਸ਼ਾ ਸੇਵਾਵਾਂ। ਤੁਸੀਂ ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਦੀ ਸੇਵਾ ਹਾਸਲ ਕਰ ਸਕਦੇ ਹੋ। ਤੁਹਾਨੂੰ ਦਸਤਾਵੇਜ਼ ਤੁਹਾਡੀ ਭਾਸ਼ਾ ਵਿੱਚ ਪੜ੍ਹ ਕੇ ਸੁਣਾਏ ਜਾ ਸਕਦੇ ਹਨ। ਮਦਦ ਲਈ, ਆਪਣੇ ਆਈਡੀ ਕਾਰਡ ਤੇ ਦਿੱਤੇ ਨੰਬਰ ਤੇ ਗਾਹਕ ਸੰਪਰਕ ਕੇਂਦਰ ਨੂੰ ਕਾਲ ਕਰੋ ਜਾਂ ਵਿਅਕਤੀਗਤ ਅਤੇ ਪਰਿਵਾਰਕ ਯੋਜਨਾ (IFP) ਔਫ਼ ਐਕਸਚੇਂਜ 'ਤੇ ਕਾਲ ਕਰੋ: 1-800-839-2172 (TTY: 711)। ਕੈਲੀਫੋਰਨੀਆ ਮਾਰਕਿਟਪਲੇਸ ਲਈ, IFP ਔਨ ਐਕਸਚੇਂਜ ਨੂੰ 1-888-926-4988 (TTY: 711) ਜਾਂ ਸਮੌਲ ਬਿਜ਼ਨੇਸ ਨੂੰ 1-888-926-5133 (TTY: 711) 'ਤੇ ਕਾਲ ਕਰੋ। ਹੈਲਥ ਨੈੱਟ ਰਾਹੀਂ ਸਾਮੂਹਿਕ ਪਲੈਨਾਂ ਲਈ, 1-800-522-0088 (TTY: 711) 'ਤੇ ਕਾਲ ਕਰੋ।

Russian
Бесплатная помощь переводчиков. Вы можете получить помощь переводчика. Вам могут прочитать документы на Вашем родном языке. Если Вам нужна помощь, звоните по телефону Центра помощи клиентам, указанному на вашей карте участника плана. Вы также можете позвонить в отдел помощи участникам не представленных на федеральном рынке планов для частных лиц и семей (IFP) Off Exchange 1-800-839-2172 (TTY: 711). Участники планов от California marketplace: звоните в отдел помощи участникам представленных на федеральном рынке планов IFP (On Exchange) по телефону 1-888-926-4988 (TTY: 711) или в отдел планов для малого бизнеса (Small Business) по телефону 1-888-926-5133 (TTY: 711). Участники коллективных планов, предоставляемых через Health Net: звоните по телефону 1-800-522-0088 (TTY: 711).

Spanish
Servicios de idiomas sin costo. Puede solicitar un intérprete, obtener el servicio de lectura de documentos y recibir algunos en su idioma. Para obtener ayuda, comuníquese con el Centro de Comunicación con el Cliente al número que figura en su tarjeta de identificación o llame al plan individual y familiar que no pertenece al Mercado de Seguros de Salud al 1-800-839-2172 (TTY: 711). Para planes del mercado de seguros de salud de California, llame al plan individual y familiar que pertenece al Mercado de Seguros de Salud al 1-888-926-4988 (TTY: 711); para los planes de pequeñas empresas, llame al 1-888-926-5133 (TTY: 711). Para planes grupales a través de Health Net, llame al 1-800-522-0088 (TTY: 711).

Tagalog
Walang Bayad na Mga Serbisyo sa Wika. Makakakuha kayo ng interpreter. Makakakuha kayo ng mga dokumento na babasahin sa inyo sa inyong wika. Para sa tulong, tumawag sa Customer Contact Center sa numerong nasa ID card ninyo o tumawag sa Off Exchange ng Planong Pang-indibidwal at Pampamilya (Individual & Family Plan, IFP): 1-800-839-2172 (TTY: 711). Para sa California marketplace, tumawag sa IFP On Exchange 1-888-926-4988 (TTY: 711) o Maliliit na Negosyo 1-888-926-5133 (TTY: 711). Para sa mga Planong Pang-grupo sa pamamagitan ng Health Net, tumawag sa 1-800-522-0088 (TTY: 711).

Thai
ไม่มีค่าบริการด้านภาษา คุณสามารถใช้ล่ามได้ คุณสามารถให้อ่านเอกสารให้ฟังเป็นภาษาของคุณได้ หากต้องการความช่วยเหลือ โทรหาศูนย์ลูกค้าสัมพันธ์ได้ที่หมายเลขบนบัตรประจำตัวของคุณ หรือโทรหาฝ่ายแผนบุคคลและครอบครัวของเอกชน (Individual & Family Plan (IFP) Off Exchange) ที่ 1-800-839-2172 (โหมด TTY: 711) สำหรับเขตแคลิฟอร์เนีย โทรหาฝ่ายแผนบุคคลและครอบครัวของรัฐ (IFP On Exchange) ได้ที่ 1-888-926-4988 (โหมด TTY: 711) หรือ ฝ่ายธุรกิจขนาดเล็ก (Small Business) ที่ 1-888-926-5133 (โหมด TTY: 711) สำหรับแผนแบบกลุ่มผ่านทาง Health Net โทร 1-800-522-0088 (โหมด TTY: 711)

Vietnamese

Các Dịch Vụ Ngôn Ngữ Miễn Phí. Quý vị có thể có một phiên dịch viên. Quý vị có thể yêu cầu được đọc cho nghe tài liệu bằng ngôn ngữ của quý vị. Để được giúp đỡ, vui lòng gọi Trung Tâm Liên Lạc Khách Hàng theo số điện thoại ghi trên thẻ ID của quý vị hoặc gọi Chương Trình Bảo Hiểm Cá Nhân & Gia Đình (IFP) Phi Tập Trung: 1-800-839-2172 (TTY: 711). Đối với thị trường California, vui lòng gọi IFP Tập Trung 1-888-926-4988 (TTY: 711) hoặc Doanh Nghiệp Nhỏ 1-888-926-5133 (TTY: 711). Đối với các Chương Trình Bảo Hiểm Nhóm qua Health Net, vui lòng gọi 1-800-522-0088 (TTY: 711).

CA Commercial On and Off-Exchange Member Notice of Language Assistance

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Contact us

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P.O. Box 9103
Van Nuys, CA 91409-9103

Customer Contact Center
Large Group:
1-800-676-6976 TTY: 711

Small Business Group:
1-800-522-0088 TTY: 711

Individual & Family Plans:
1-800-839-2172 TTY: 711

1-800-331-1777 (Spanish)
1-877-891-9053 (Mandarin)
1-877-891-9050 (Cantonese)
1-877-339-8596 (Korean)
1-877-891-9051 (Tagalog)
1-877-339-8621 (Vietnamese)

www.healthnet.com

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