

# CELTIC INSURANCE COMPANY

Home Office: 200 East Randolph  
Chicago, Illinois 60601  
For Inquiries or Complaints: 1-800-714-4658

## Major Medical Expense Insurance Policy

This *policy* is in effect from the *effective date* stated on the *Schedule of Benefits* through 12-31-2022.

In this *policy*, "you" or "your" will refer to the *covered person* or any dependents enrolled in this *policy*, and "we," "our," or "us" will refer to Celtic Insurance Company.

### AGREEMENT AND CONSIDERATION

We issued this *policy* in consideration of the application and the payment of the first premium. A copy of *your* application is attached and is made a part of the *policy*. We will pay benefits to *you*, the *covered person*, for covered *loss* due to *illness* or *bodily injury* as outlined in this *policy*. Benefits are subject to *policy* definitions, provisions, limitations and exclusions.

**Please read the copy of the application attached to this policy. Carefully check the application and write to the company at the address listed at the top of this page within 10 days, if any information shown on it is not correct and complete, or if any past medical history has been left out of the application. This application is a part of the policy and the policy was issued on the basis that the answers to all questions and the information shown on the application are correct and complete.**

### GUARANTEED RENEWABLE

Annually, we must file this product, the cost share and the rates associated with it for approval. Guaranteed renewable means that *your plan* will be renewed into the subsequent year's approved product on the anniversary date unless terminated earlier in accordance with *contract* terms. *You* may keep this *contract* (or the new *contract you* are mapped to for the following year) in force by timely payment of the required premiums. In most cases *you* will be moved to a new *contract* each year, however, we may decide not to renew the *contract* as of the renewal date if: (1) we decide not to renew all *contracts* issued on this form, with a new *contract* at the same metal level with a similar type and level of benefits, to residents of the state where *you* then live; (2) there is fraud or an intentional material misrepresentation made by or with the knowledge of a *member* in filing a claim for *covered services*.

In addition to the above, this guarantee for continuity of coverage shall not prevent *us* from cancelling or non-renewing this *contract* in the following events: (1) non-payment of premium; (2) a *member* moves outside the Service Area; (3) a *member* fails to pay any *deductible* or *copayment amount* in excess of \$300 owed to *us* and not the provider of services within 90 days after the date of the procedure; (4) a *member* is found to be in material breach of this *contract*; or (5) a change in federal or state law, no longer permits the continued offering of such coverage, such as CMS guidance related to individuals who are Medicare eligible.

From time to time, *we* will change the rate table used for this *policy* form. Each premium will be based on the rate table in effect on that premium's due date. The *policy plan*, and age of *covered persons*, type and level of benefits, and place of *residence* on the premium due date are some of the factors used in determining *your* premium rates. *We* have the right to change premiums.

At least 45 days advance written notice of any *plan* to take an action or make a change permitted by this clause will be delivered to *you* at *your* last address as shown in *our* records. *We* will make no change in *your* premium solely because of claims made under this *policy* or a change in a *covered person's* health. While this *policy* is in force, *we* will not restrict coverage already in force.

## **This contract contains a deductible provision.**

**This contract contains *prior authorization* requirements. *You* may be required to obtain a referral from a *primary care provider* in order to receive care from a *specialist provider*. Benefits may be reduced or not covered if the requirements are not met. Please refer to the *Schedule of Benefits* and the *Prior Authorization Section*.**

### **TEN DAY RIGHT TO RETURN POLICY**

Please read *your policy* carefully. If *you* are not satisfied, return this *policy* to *us* or to *our* agent within 10 days after *you* receive it. All premiums paid will be refunded and the *policy* will be considered null and void from the *effective date*.

Celtic Insurance Company



Kevin J. Counihan, President

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## DEFINITIONS

In this *policy*, italicized words are defined. Words not italicized will be given their ordinary meaning. Wherever used in this *policy*:

**Acute rehabilitation** means *rehabilitation* for patients who will benefit from an intensive, multidisciplinary *rehabilitation* program. Patients normally receive a combination of therapies such as physical, occupational and speech therapy as needed and are medically managed by specially trained *physicians*. *Rehabilitation services* must be performed for three or more hours per day, five to seven days per week, while the *member* is confined as an *inpatient* in a *hospital, rehabilitation facility, or extended care facility*. Please refer to the *Schedule of Benefits* for the applicable *inpatient* and outpatient *rehabilitation* limits.

**Adverse benefit determination** or **adverse determination** means a coverage determination by *us* that an admission, availability of care, continued stay or other health care service has been reviewed and based upon the information provided, does not meet *the* requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and coverage for the requested service is therefore denied, reduced or terminated. Examples include, but not limited to:

- a) A denial of a request for service.
- b) A denial, reduction or failure to provide or make payment in whole or in part for a covered benefit.
- c) A determination that an admission, continued stay, or other health care service does not meet *our* requirements for *medical necessity*, appropriateness, health care setting, or level of care or effectiveness.
- d) A determination that a service is *experimental, investigational, cosmetic treatment, not medically necessary* or inappropriate.
- e) *Our* decision to deny coverage based upon an eligibility determination.
- f) A *rescission* of coverage determination as described in the General Provisions section of this *contract*.
- g) A prospective review or retrospective review determination that denies, reduces or fails to provide or make payment, in whole or in part, for a covered benefit.

Refer to the Internal *Grievance*, Internal *Appeals* and External *Appeals* Procedures section of this *contract* for information on *your* right to *appeal* an *adverse benefit determination*.

**Allogeneic bone marrow transplant** or **BMT** means a procedure in which bone marrow from a related or non-related donor is infused into the transplant recipient and includes peripheral blood stem cell transplants.

**Allowed amount** (also see *Eligible Service Expense*) is the maximum amount *we* will pay a *Provider* for a *Covered Service*. when a *Covered Service* is received from a *Network Provider*, the *Allowed Amount* is the amount the *Provider* agreed to accept from *us* as payment for that particular service. In all cases, the *Allowed Amount* will be subject to *Cost Sharing* (e.g., *Deductible, Coinsurance* and *Copayment*) per the *Member's* benefits. This amount excludes any payments made to the *Provider* by *us* as a result of Federal or State Arbitration.

Please note, if *you* receive services from a *Non-Network Provider*, *you* may be responsible for the difference between the amount the *Provider* charges for the service (*Billed Amount*) and the *Allowed Amount* that *we* pay. However, *you* will not be responsible for *balance billing* for unanticipated out-of-*network* care that is otherwise covered under *your plan* and that is provided by a *non-network provider* at an in-*network* facility, unless *you* gave informed consent before receiving the services. *You* also will not be responsible for

*balance billing* by a *non-network provider* or *non-network facility* for *emergency services* or air ambulance services. See *Balance Billing* and *Non-Network Provider* definitions for additional information. If you are *balance billed* in these situations, please contact *Member Services* immediately at the number listed on the back of your ID card.

**Ambetter Telehealth** means the preferred vendor who we have contracted with to provide *telehealth services* to *members*. Our preferred vendor *contracts* with providers to render *telehealth services* to *members*. These services can be accessed via <https://ambetter.sunshinehealth.com/health-plans/our-benefits/ambetter-telehealth.html>.

**Appeal** means a *grievance* involving a request to review or overturn, or otherwise modify an *adverse benefit determination*.

**Applied behavior analysis (ABA)** means the application of behavioral principles to everyday situations intended to increase or decrease targeted behaviors. ABA has been used to improve areas such as language, self-help and play skills, as well as, decrease behaviors such as aggression, self-stimulatory behaviors and self-injury.

**Autism spectrum disorder** means a group of complex disorders represented by repetitive and characteristic patterns of behavior and difficulties with social communication and interaction. The symptoms are present from early childhood and affect daily functioning as defined by the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders* and the *International Classification of Diseases*.

**Autologous bone marrow transplant** or **ABMT** means a procedure in which the bone marrow infused is derived from the same person who is the transplant recipient and includes peripheral blood stem cell transplants.

**Authorization** or **Authorized** (also "*Prior Authorization*" or "*Approval*") means *our* decision to approve the medical necessity or the appropriateness of care for an enrollee by the enrollee's PCP or provider. "*Prior authorization*" includes prospective or *utilization review* procedures conducted prior to providing a health care service, device, or drug.

**Authorized representative** means an individual who represents a *covered person* in an internal *appeal* or external review process of an *adverse benefit determination* who is any of the following:

- A person to whom a covered individual has given express, written consent to represent that individual in an internal *appeals* process or external review process of an *adverse benefit determination*;
- A person *authorized* by law to provide substituted consent for a covered individual; or
- A family *member* or a treating health care professional, but only when the *covered person* is unable to provide consent.

**Balance billing** means a *non-network provider* billing you for the difference between the provider's charge for a service and the *eligible service expense*. *Network providers* may not balance bill you for *covered service expenses* beyond your applicable *cost sharing* amounts.

If you are ever balance billed contact *Member Services* immediately at the number listed on the back of your ID card.

**Behavioral Health** includes both mental health and *substance use disorder*, encompassing a continuum of prevention, intervention, treatment and recovery support services.

**Bereavement counseling** means counseling of *members* of a deceased person's *immediate family* that is designed to aid them in adjusting to the person's death.

**Billed amount** means the amount a provider charges for a service

**Calendar Year** is the period beginning on the initial *effective date* of this *policy* and ending December 31 of that year. For each following year it is the period from January 1 through December 31.

**Care management** means a program in which a registered nurse or licensed mental health professional, known as a care manager, assists a *member* through a collaborative process that assesses, *plans*, implements, coordinates, monitors and evaluates options and health care benefits available to a *member*. *Care management* is instituted when mutually agreed to by *us*, the *member* and the *member's physician*.

**Center of Excellence** means a *hospital* that:

1. Specializes in a specific type or types of *medically necessary transplants* or other services such as cancer or infertility; and
2. Has agreed with *us* or an entity designated by *us* to meet quality of care criteria on a cost efficient basis. The fact that a *hospital* is a *network provider* does not mean it is a *Center of Excellence*.

**Child Health Supervision Services** means *physician-delivered* or *physician-supervised* services that include the services described in the Major Medical Expense Benefits section of this *contract*. These services do not include *hospital charges*.

**Chiropractic care** involves neuromuscular treatment in the form of manipulation and adjustment of the tissues of the body, particularly of the spinal column and may include physical medicine modalities or use of *durable medical equipment*.

**Coinsurance** means the percentage of *covered service expenses* that *you* are required to pay when *you* receive a service. *Coinsurance* amounts are listed in the *Schedule of Benefits*. Not all *covered services* have *coinsurance*.

**Complaint** means any expression of dissatisfaction by *you*, including dissatisfaction with the administration, claims practices or provision of services, which relates to the quality of care provided by a *provider* pursuant to *our contract* and which is submitted to *us* or to a state agency. A *complaint* is part of the informal steps of a *grievance* procedure and is not part of the formal steps of a *grievance* procedure unless it is a *grievance* as defined in this section. Examples include but not limited to:

- Care received from a provider
- Service received from a provider
- How long it takes to get an appointment
- How *you* were treated
- Service that is not included as an Ambetter from Sunshine Health benefit
- How a bill was paid
- How *you* were treated by Ambetter from Sunshine Health staff.

**Complications of pregnancy** means:

1. Conditions whose diagnoses are distinct from *pregnancy*, but are adversely affected by *pregnancy* or are caused by *pregnancy* and not, from a medical viewpoint, associated with a normal *pregnancy*. This includes: ectopic *pregnancy*, spontaneous abortion, eclampsia, missed abortion, and similar medical and surgical conditions of comparable severity; but it does not include: false labor, preeclampsia, edema, prolonged labor, *physician* prescribed rest during the period of *pregnancy*,

- morning sickness, and conditions of comparable severity associated with management of a difficult pregnancy, and not constituting a medically classifiable distinct complication of pregnancy; and
2. An emergency caesarean section or a non-elective caesarean section.

**Continuing care patient** means an individual who, with respect to a provider or facility, is (i) undergoing a treatment for a *serious and complex condition* from that provider or facility; (ii) is undergoing a course of institutional or *inpatient* care from that provider or facility; (iii) is scheduled to undergo non-elective *surgery* from that provider, including postoperative care; (iv) is pregnant and undergoing a course of treatment for the pregnancy; or (v) is determined to be *terminally ill* and is receiving treatment for such illness.

**Contract** when *italicized*, refers to this *contract as* issued and delivered to you. It includes the attached pages, the *Schedule of Benefits* and any amendments.

**Copay, copayment or copayment amount** means the specific dollar amount that you must pay when you receive covered services. Copayment amounts are shown in the *Schedule of Benefits*. Not all covered services have a copayment amount.

**Cosmetic treatment** means treatments, procedures, or services that change or improve appearance without significantly improving physiological function and without regard to any asserted improvement to the psychological consequences or socially avoidant behavior resulting from an *injury, illness, or congenital anomaly*.

**Cost sharing** means the *deductible amount, copayment amount and coinsurance* that you pay for covered services. The *cost sharing* amount that you are required to pay for each type of covered service is listed in the *Schedule of Benefits*. When you receive covered services from a *non-network provider in a network facility*, or when you receive covered emergency services or air ambulance services from *non-network providers*, cost-sharing may be based on an amount different from the *allowed amount*.

**Cost sharing percentage** means the percentage of covered services that is payable by us.

**Covered person or member** means an individual covered by the health plan including an enrollee, subscriber or contract holder.

**Covered service or covered service expenses** means healthcare services, supplies or treatment as described in this contract which are performed, prescribed, directed or authorized by a physician. To be a covered service the service, supply or treatment must be

1. Provided or incurred while the member's coverage is in force under this contract;
2. Covered by a specific benefit provision of this contract; and
3. Not excluded anywhere in this contract.

**Covered person** means you, your lawful spouse and each eligible child:

1. Named in the application; or
2. Whom we agree in writing to add as a covered person.

**Custodial care** means treatment designed to assist a covered person with activities of daily living and which can be provided by a layperson and not necessarily aimed at curing or assisting in recovery from a sickness or bodily injury.

**Custodial care** includes but is not limited to the following:

1. Personal care such as assistance in walking, getting in and out of bed, dressing, bathing, feeding and use of toilet;

2. Preparation and administration of special diets;
3. Supervision of the administration of medication by a caregiver;
4. Supervision of self-administration of medication; or
5. Programs and therapies involving or described as, but not limited to, convalescent care, rest care, sanatoria care, educational care or recreational care.

Such treatment is custodial regardless of who orders, prescribes or provides the treatment.

**Deductible** or **deductible amount** means the amount that *you* must pay in a *calendar year* for *covered expenses* before we will pay benefits. For family coverage, there is a family *deductible amount* which is two times the individual *deductible amount*. Both the individual and the family *deductible amounts* are shown in the *Schedule of Benefits*.

If *you* are a covered *member* in a family of two or more *members*, *you* will satisfy *your deductible amount* when:

1. *You* satisfy *your individual deductible amount*; or
2. *Your family* satisfies the family *deductible amount* for the *calendar year*.

If *you* satisfy *your individual deductible amount*, each of the other *members* of *your family* are still responsible for the *deductible* until the family *deductible amount* is satisfied for the *calendar year*.

**Dental expenses** means *surgery* or services provided to diagnose, prevent, or correct any ailments or defects of the teeth and supporting tissue and any related supplies or oral appliances. Expenses for such treatment are considered *dental expenses* regardless of the reason for the services.

**Dependent member** means *your lawful spouse* or an *eligible child*.

**Durable medical equipment** means items that are used to serve a specific diagnostic or therapeutic purpose in the treatment of an *illness* or *injury*, can withstand repeated use, are generally not useful to a person in the absence of *illness* or *injury*, and are appropriate for use in the patient's home.

**Effective date** means the date a *member* becomes covered under this *contract* for *covered services*.

**Eligible child** means *your* or *your spouse's* child, if that child is less than 26 years of age. As used in this definition, "child" means:

1. A natural child;
2. A newborn child from the moment of birth;
3. A legally adopted child;
4. A foster child or other child in court-ordered temporary custody;
5. A child placed with *you* for adoption; or
6. A child for whom legal guardianship has been awarded to *you* or *your spouse*. It is *your* responsibility to notify *us* if *your child* ceases to be an *eligible child*. *You* must reimburse *us* for any benefits that *we* pay for a child at a time when the child did not qualify as an *eligible child*.
7. A child from the first of the month following the month in which the child turns age twenty-six (26) until the end of the *calendar year* in which the child turns thirty (30) years of age; and who is a resident of Florida or a full-time or part-time student; and is not provided coverage as a named *member* under any other group or individual health benefit *plan*; or is not entitled to benefits under Title XVIII of the Social Security Act.



If a dependent child is provided coverage under the *contract* after the child reaches age twenty-six (26) and the coverage for the child is subsequently terminated prior to the end of the *calendar year* in which the child turns age thirty (30), the child is ineligible to be covered again under the *contract* unless the child was continuously covered by other creditable coverage without a coverage gap of more than sixty-three (63) days.

***Eligible service expense*** means a *covered service expense* as determined below.

1. For *network providers*: When a *covered service* is received from a *network provider*, the *eligible service expense* is the contracted fee with that provider.

2. For *non-network providers*: For *non-network providers*, unless otherwise required by Federal or Florida law, the *eligible service expense* is as follows:

a. When a covered emergency service is received from a *non-network provider*, the *eligible service expense* shall be the lesser of: (1) the provider's billed charges, (2) the *usual and customary* provider charges for similar services in the community where the services were provided, or (3) the charge mutually agreed to by *us* and the provider within 60 days of the submittal of the claim. *You* will not be balance billed for the difference between the amount *we* pay and the provider's charges, but *you* may be subject to cost-sharing obligations. If *you* are balance billed in these situations, please contact *Member Services* immediately at the number listed on the back of *your* ID card.

b. When a covered air ambulance service is received from a *non-network provider*, the *eligible service expense* is the negotiated fee, if any, that has been mutually agreed upon by *us* and the provider as payment in full. If the provider has not agreed to accept a negotiated fee with *us* as payment in full, unless otherwise required by applicable law, the *eligible service expense* is reimbursement as determined by *us* and as required by applicable law. *Member* cost share will be calculated from the recognized amount based upon applicable law. *You* will not be balance billed for the difference between the amount *we* pay and the provider's charges, but *you* may be subject to cost-sharing obligations. If *you* are balance billed in these situations, please contact *Member Services* immediately at the number listed on the back of *your* ID card.

c. When a *covered service* is received from a *non-network* professional provider who renders *non-emergency services* at an *in-network* facility, the *eligible service expense* is the negotiated fee, if any, that has been mutually agreed upon by *us* and the provider as payment in full. If the provider has not agreed to accept a negotiated fee with *us* as payment in full, unless otherwise required by applicable law, the *eligible service expense* shall be the lesser of: (1) the provider's billed charges, (2) the *usual and customary* provider charges for similar services in the community where the services were provided, or (3) the charge mutually agreed to by *us* and the provider within 60 days of the submittal of the claim. *You* will not be balance billed for the difference between the amount *we* pay and the provider's charges, but *you* may be subject to cost-sharing obligations. If *you* are balance billed in these situations, please contact *Member Services* immediately at the number listed on the back of *your* ID card.

d. For all other *covered services* received from a *non-network provider* for which any needed *authorization* is received by *us*, the *eligible service expense* is the negotiated fee, if any, that has been mutually agreed upon by *us* and the *non-network provider* as payment in full (*you* will not be billed for the difference between the negotiated fee and the provider's charge). If there is no negotiated fee agreed to by the *non-network provider* with *us*, the *eligible service expense* is the greatest of the following: (1) the amount that would be paid under Medicare for the *covered service*; (2) the amount for the *covered service* calculated using the same method *we* generally use to determine payments for *non-network providers*; or (3) the contracted amount paid to *network*

*providers for the covered service (if there is more than one contracted amount with network providers for the covered service, the amount is the median of these amounts). In addition to applicable cost-sharing, you may be balance billed for these services.*

**Emergency medical condition** means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain or other acute symptoms, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

1. Serious jeopardy to the health of a patient, including a pregnant woman or a fetus.
2. Serious impairment to bodily functions.
3. Serious dysfunction of any bodily organ or part.

With respect to a pregnant woman:

1. That there is inadequate time to effect safe transfer to another *hospital* prior to delivery;
2. That a transfer may pose a threat to the health and safety of the patient or fetus; or
3. That there is evidence of the onset and persistence of uterine contractions or rupture of the membranes.

**Emergency (Medical, Behavioral Health and Substance Use) Services** means covered *inpatient* and *outpatient services* that are: 1) furnished by a provider qualified to furnish these services; and 2) needed to evaluate or stabilize an *emergency medical condition*.

**Emergency Services (Medical, Behavioral Health and Substance Use)** means covered *inpatient* and *outpatient services* that are: 1) furnished by a provider qualified to furnish these services and 2) needed to evaluate or stabilize an *emergency medical condition*.

**Emergency services and care** shall mean medical screening, examination, and evaluation by a *physician*, or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a *physician*, to determine if any *emergency medical condition* exists and, if it does, the care, treatment, or *surgery* for a *covered service* by a *physician* necessary to relieve or eliminate the *emergency medical condition*, within the service capability of a *hospital*.

Follow-up care is not considered *emergency care*. Benefits are provided for treatment of *emergency medical conditions* and emergency screening and stabilization services without *prior authorization*. Benefits for *emergency care* include facility costs and *physician* services, and supplies and *prescription drugs* charged by that facility. *You* must notify *us* or verify that *your physician* has notified *us* of *your* admission to a *hospital* within 48 hours or as soon as possible within a reasonable period of time. When *we* are contacted, *you* will be notified whether the *inpatient* setting is appropriate, and if appropriate, the number of days considered *medically necessary*. By contacting *us*, *you* may avoid financial responsibility for any *inpatient* care that is determined to be not *medically necessary* under *your plan*. If *your* provider does not *contract* with *us*, *you* will be financially responsible for any care *we* determine is not *medically necessary*. Care and treatment provided once *you* are *medically stabilized* is no longer considered *emergency care*. Continuation of care from a non-participating provider beyond that needed to evaluate or stabilize *your* condition in an *emergency* will be covered as a non-*network* service unless *we* authorize the continuation of care and it is *medically necessary*.

**Essential Health Benefits** provided within this *contract* are not subject to lifetime or annual dollar maximums. Certain non-*essential health benefits*, however, are subject to either a lifetime or annual dollar maximum. *Essential Health Benefits* are defined by federal law and refer to benefits in at least the following categories: 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 oral and vision care.

**Expedited appeal** means a *grievance* where any of the following applies:

1. The duration of the standard resolution process will result in serious jeopardy to the life or health of the claimant or the ability of the claimant to regain maximum function;
2. In the opinion of a *physician* with knowledge of the claimant's medical condition, the claimant is subject to severe pain that cannot be adequately managed without the care or treatment that is the subject of the *grievance*; and
3. A *physician* with knowledge of the claimant's medical condition determines that the *grievance* shall be treated as an *expedited appeal*.

**Experimental or investigational treatment** means medical, surgical, diagnostic, or other health care services, treatments, procedures, technologies, supplies, devices, drug therapies, or medications that, after consultation with a medical professional, we determine to be:

1. Under study in an ongoing phase I or II clinical trial as set forth in the United States Food and Drug Administration (*USFDA*) regulation, regardless of whether the trial is subject to *USFDA* oversight;
2. An *unproven service*;
3. Subject to *USFDA* approval, and:
  - a. It does not have *USFDA* approval;
  - b. It has *USFDA* approval only under its Treatment Investigational New Drug regulation or a similar regulation;
  - c. It has *USFDA* approval, but is being used for an indication or at a dosage that is not an accepted off-label use. An accepted off-label use of a *USFDA*-approved drug is a use that is determined by us to be:
    - i. Included in authoritative compendia as identified from time to time by the Secretary of Health and Human Services;
    - ii. Safe and effective for the proposed use based on supportive clinical evidence in peer-reviewed medical publications; or
    - iii. Not an *unproven service*; or
  - d. It has *USFDA* approval, but is being used for a use, or to treat a condition, that is not listed on the Premarket Approval issued by the *USFDA* or has not been determined through peer reviewed medical literature to treat the medical condition of the *covered person*.
4. *Experimental or investigational* according to the provider's research protocols.

Items (3) and (4) above do not apply to phase III or IV *USFDA* clinical trials.

**Extended care facility** means an institution, or a distinct part of an institution, that:

1. Is licensed as a *hospital, extended care facility, skilled nursing facility or rehabilitation facility* by the state in which it operates;
2. Is regularly engaged in providing 24-hour skilled nursing care under the regular supervision of a *physician* and the direct supervision of a registered nurse;
3. Maintains a daily record on each patient;
4. Has an effective *utilization review plan*;
5. Provides each patient with a planned program of observation prescribed by a *physician*; and
6. Provides each patient with active treatment of an *illness or injury*, in accordance with existing standards of medical practice for that condition.

*Extended care facility* does not include a facility primarily for rest, the aged, treatment of *substance use, custodial care, nursing care, or for care of mental health disorders* or the mentally incompetent.

**Generally accepted standards of medical practice** are standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, relying primarily on controlled clinical trials.

If no credible scientific evidence is available, then standards that are based on *physician* specialty society recommendations or professional standards of care may be considered. *We* reserve the right to consult medical professionals in determining whether a health care service, supply, or drug is *medically necessary* and is a *covered expense* under the *policy*. The decision to apply *physician* specialty society recommendations, the choice of medical professional, and the determination of when to use any such opinion, will be determined by *us*.

**Grievance** means a *complaint* submitted by or on behalf of a *member* to *us* or a state agency regarding the:

- Availability, coverage for the delivery, or quality of health care services including a *complaint* regarding an *adverse determination* made pursuant to *utilization review*;
- Claims payment, handling or reimbursement for health care services; or
- Matters pertaining to the contractual relationship between a subscriber and *us*.

A *grievance* does not include a written *complaint* submitted by or on behalf of a *member* eligible for a *grievance* and *appeals* procedure provided by *us* pursuant to *contract* with the Federal Government under Title XVIII of the Social Security Act.

**Habilitation or habilitation services** means health care services that help *you* keep, learn, or improve skills and functioning for daily living. These services may include physical and occupational therapy, speech-language pathology, and other services for people with disabilities in a variety of *inpatient* or outpatient settings.

**Home health aide services** means those services provided by a home health aide employed by a *home health care agency* and supervised by a registered nurse, which are directed toward the personal care of a *covered person*.

**Home health care** means care or treatment of an *illness* or *injury* at the *covered person's* home that is:

1. Provided by a *home health care agency*; and
2. Prescribed and supervised by a *physician*.

**Home health care agency** means a public or private agency, or one of its subdivisions, that:

1. Operates pursuant to law as a *home health care agency*;
2. Is regularly engaged in providing *home health care* under the regular supervision of a registered nurse;
3. Maintains a daily medical record on each patient; and
4. Provides each patient with a planned program of observation and treatment by a *physician*, in accordance with existing standards of medical practice for the *injury* or *illness* requiring the *home health care*.

**Hospice** means services designed for and provided to *members* who are not expected to live for more than 6 months, as certified by an Ambetter *physician*. Ambetter works with certified *Hospice* programs licensed by the state to minimize patient discomfort and address the special physical, psychological, and social needs of *terminally ill members* and their *immediate family*.

**Hospital** means an institution that:

1. Operates as a *hospital* pursuant to law;
2. Operates primarily for the reception, care, and treatment of sick or injured persons as *inpatients*;
3. Provides 24-hour nursing service by registered nurses on duty or call;

4. Has staff of one or more *physicians* available at all times;
5. Provides organized facilities and equipment for diagnosis and treatment of acute medical, surgical, or mental conditions either on its premises or in facilities available to it on a prearranged basis; and
6. Is not primarily a long-term care facility; an *extended care facility*, nursing, rest, *custodial care*, or convalescent home; a halfway house, transitional facility, or *residential treatment facility*; a facility for wilderness or outdoor programs; or a similar establishment.

While confined in a separate identifiable *hospital* unit, section, or ward used primarily as a nursing, rest, *custodial care* or convalescent home, *rehabilitation facility*, *extended care facility*, or *residential treatment facility*, halfway house, or transitional facility, or a patient is moved to short term observation status, a *covered person* will be deemed not to be confined in a *hospital* for purposes of this *policy*.

**Illness** means a sickness, disease, or disorder of a *covered person*. All *illnesses* that exist at the same time and that are due to the same or related causes are deemed to be one *illness*. Further, if an *illness* is due to causes that are the same as, or related to, the causes of a prior *illness*, the *illness* will be deemed a continuation or recurrence of the prior *illness* and not a separate *illness*.

**Immediate family** means the parents, *spouse*, *eligible child*, or siblings of any *covered person*, or any person residing with a *covered person*.

**Injury** means accidental bodily damage sustained by a *covered person* and inflicted on the body by an external force. All *injuries* due to the same accident are deemed to be one *injury*.

**Inpatient** means that services, supplies, or treatment for medical, *behavioral health* or substance use are received by a person who is an overnight resident patient of a *hospital* or other facility, using and being charged for room and board.

**Intensive care unit** means a Cardiac Care Unit, or other unit or area of a *hospital*, which meets the required standards of the Joint Commission on Accreditation of *Hospitals* for Special Care Units.

**Intensive day rehabilitation** means two or more different types of therapy provided by one or more *rehabilitation licensed practitioners* and performed for three or more hours per day, five to seven days per week.

**Long-Term Acute Care** means services that specialize in treating critically ill patients, including those dependent on ventilators for life support, patients with complex wounds and patients with multiple organ system failure who require extended treatment in *hospital* settings

**Loss** means an event for which benefits are payable under this *contract*. A *loss* must occur while the *member* is covered under this *contract*.

**Loss of Minimum essential coverage** means in the case of an employee or dependent who has coverage that is not COBRA continuation coverage, the conditions are satisfied at the time the coverage is terminated as a result of *loss* of eligibility regardless of whether the individual is eligible for or elects COBRA continuation coverage. *Loss* of eligibility does not include a *loss* due to the failure of the employee or dependent to pay premiums on a timely basis or termination of coverage for cause such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the *plan*. *Loss* of eligibility for coverage includes, but is not limited to:

1. *Loss of eligibility for coverage as a result of legal separation, divorce, cessation of dependent status such as attaining the maximum age to be eligible as a dependent child under the plan, death of an employee, termination of employment, reduction in the number of hours of employment, and any loss of eligibility for coverage after a period that is measured by reference to any of the foregoing;*
2. *In the case of coverage offered through an HMO, or other arrangement, in the individual market that does not provide benefits to individuals who no longer reside, live, or work in a service area, loss of coverage because an individual no longer resides, lives, or works in the service area whether or not within the choice of the individual;*
3. *In the case of coverage offered through an HMO, or other arrangement, in the group market that does not provide benefits to individuals who no longer reside, live, or work in a service area, loss of coverage because an individual no longer resides, lives, or works in the service area whether or not within the choice of the individual, and no other benefit package is available to the individual;*
4. *A situation in which a plan no longer offers any benefits to the class of similarly situated individuals as described in 26 CFR § 54.9802-1(d) that includes the individual;*
5. *In the case of an employee or dependent who has coverage that is not COBRA continuation coverage, the conditions are satisfied at the time employer contributions towards the employee's or dependent's coverage terminate. Employer contributions include contributions by any current or former employer that was contributing to coverage for the employee or dependent, and*
6. *In the case of an employee or dependent who has coverage that is COBRA continuation coverage, the conditions are satisfied at the time the COBRA continuation coverage is exhausted. An individual who satisfies the conditions for special enrollment, does not enroll, and instead elects and exhausts COBRA continuation coverage satisfies the conditions.*

***Managed drug limitations*** means limits in coverage based upon time period, amount or dose of a drug, or other specified predetermined criteria.

***Maximum out-of-pocket amount*** means the sum of the *deductible amount, prescription drug deductible amount (if applicable), copayment amount and coinsurance percentage of covered expenses*, as shown in the *Schedule of Benefits*. After the *maximum out-of-pocket amount* is met for an individual, Celtic Insurance Company pays 100% of *eligible service expenses* for that individual. The family *maximum out-of-pocket amount* is two times the individual *maximum out-of-pocket amount*. Both the individual and the family *maximum out-of-pocket amounts* are shown in the *Schedule of Benefits*.

For family coverage, the family *maximum out-of-pocket amount* can be met with the combination of any *covered persons' eligible service expense*. A *covered person's maximum out-of-pocket amount* will not exceed the individual *maximum out-of-pocket amount*.

If you are a covered *member* in a family of two or more *members*, you will satisfy your *maximum out-of-pocket amount* when:

1. *You satisfy your individual maximum out-of-pocket amount; or*
2. *Your family satisfies the family maximum out-of-pocket amount for the calendar year.*

If you satisfy your individual *maximum out-of-pocket amount*, you will not pay any more *cost-sharing* for the remainder of the *calendar year*, but any other eligible *members* in your family must continue to pay *cost sharing* until the family *maximum out-of-pocket amount* is met for the *calendar year*.

The Dental out-of-pocket maximum limits do not apply to the satisfaction of the *maximum out-of-pocket amount per calendar year* as shown in the *Schedule of Benefits*.

**Maximum therapeutic benefit** means the point in the course of treatment where no further improvement in a *covered person's* medical condition can be expected, even though there may be fluctuations in levels of pain and function.

**Medical practitioner** means the *physicians, physician's* assistants, nurses, nurse clinicians, nurse practitioners, pharmacists, marriage and family therapists, clinical social workers, mental health counselors, speech-language pathologists, audiologists, occupational therapists, respiratory therapists, physical therapists, ambulance services, *hospitals*, skilled nursing facilities, or other health care providers properly licensed in the State of Florida.

**Medically necessary** our decision as to whether any medical service, supply or treatment to diagnose and treat a *member's illness or injury*: Is consistent with the symptoms or diagnosis;

1. provided according to generally accepted medical practice standards;
2. not *custodial care*;
3. Demonstrates that the *member* is reasonably capable of improving in his/her functional ability;
4. not solely for the convenience of the *provider* or the *member*;
5. not *experimental or investigational*;
6. provided in the most cost effective care facility or setting;
7. Does not exceed the scope, duration, or intensity of that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment; and
8. When specifically applied to a *hospital* confinement, it means that the diagnosis and treatment of *your* medical symptoms or conditions cannot be safely provided as an outpatient or in a lower level or alternative setting of care.

Charges incurred for treatment not *medically necessary* are not *eligible expenses*.

**Medically stabilized** for non-*Emergency Services* means that the person is no longer experiencing further deterioration as a result of a prior *injury* or *illness* and there are no acute changes in physical findings, laboratory results, or radiologic results that necessitate acute medical care. Acute medical care does not include *acute rehabilitation*. Stabilize, with respect to an *Emergency Medical Condition*, means to provide medical treatment of the condition as necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer\* to a *Network Facility* or discharge of the individual from a Facility, (\*See Ambulance Service Benefits).

**Medicare participating practitioner** means a *medical practitioner* who is eligible to receive reimbursement from Medicare for treating Medicare-eligible individuals.

**Mental health disorder** means a behavioral, emotional, or cognitive pattern of functioning that is listed in the most recent editions of the *Diagnostic and Statistical Manual of Mental Disorders (DSM)* or the *International Classification of Diseases (ICD)*.

**Member** or **Covered Person** means an individual covered by the health *plan* including an enrollee, subscriber or *contract* holder. "*Covered person*" includes another person other than the *covered person's* provider, who is *authorized* to act on behalf of a *covered person*.

**Necessary medical supplies** means medical supplies that are:

1. Necessary to the care or treatment of an *injury* or *illness*;
2. Not reusable or *durable medical equipment*; and
3. Not able to be used by others.

*Necessary medical supplies* do not include first aid supplies, cotton balls, rubbing alcohol, or like items routinely found in the home.

**Network** means a group of Providers or Facilities (including, but not limited to *Hospitals, Inpatient* mental healthcare facilities, medical clinics, *behavioral health* clinics, acupuncturists, chiropractors, massage therapists, nurse practitioners, addiction medicine practitioners, etc.) who have *contracts* with us, or *our* contractor or subcontractor, and have agreed to provide healthcare services to *our Members* for an agreed upon fee. *Members* will receive most if not all of their healthcare services by accessing the *Network*.

**Network eligible expense** means the *eligible expense* for services or supplies that are provided by a *network provider*. For facility services, this is the *eligible expense* that is provided at and billed by a *network* facility for the services of either a *network* or *non-network provider*. *Network eligible expense* includes benefits for *emergency* health services even if provided by a *non-network provider*.

**Network provider** means any person or entity that has entered into a *contract* with Ambetter from Sunshine Health *Plan* to provide *covered services* to *members* enrolled under this *Policy* including but not limited to, *hospitals*, specialty *hospitals*, Urgent Care facilities, *physicians*, pharmacies, laboratories and other health professionals within *our* service area.

**Non-elective caesarean section** means:

1. A caesarean section where vaginal delivery is not a medically viable option; or
2. A repeat caesarean section.

**Non-network provider** (or non-preferred provider) means a *medical practitioner, provider facility*, or other provider who is NOT identified in the most current list for the *network* shown on *your* identification card. Services received from a *non-network provider* are “out-of-*network*” and are not covered, except for:

1. *Emergency Services*, as described in the *Covered Services* section of this *Contract*;
2. Non-emergency healthcare services received at an in-*network* facility, as described in the Access to Care section of this *Contract*; or
3. Situations otherwise specifically described in this *Contract*.

**Non-network eligible expense** means the *eligible expense* for services or supplies that are provided and billed by a *non-network provider*.

**Orthotic device** means a *medically necessary* device used to support, align, prevent or correct deformities, protect a body function, improve the function and moveable body part or assist with dysfunctional joints. Orthotics must be used to for therapeutic support, protection, restoration or function of an impaired body part for treatment of an *illness* or *injury*.

**Other plan** means any *plan* or *policy* that provides insurance, reimbursement, or service benefits for *hospital*, surgical, or medical expenses. This includes payment under group or individual insurance policies, automobile no-fault or medical pay, workers compensation *policy*, homeowner insurance medical pay, premises medical pay, nonprofit health service *plans*, health maintenance organization subscriber *contracts*, self-insured group *plans*, prepayment *plans*, and Medicare when the *covered person* is enrolled in Medicare. *Other plan* will not include Medicaid.

**Other Practitioner** as used in *your* Schedule of Benefits and related to Mental Health/*Substance Use Disorder* services, refers to a mental health or *substance use disorder* provider licensed/certified by the state in which care is being rendered and performing services within the scope



**Outpatient services** include facility, ancillary, and professional charges when given as an outpatient at a *hospital*, alternative care facility, retail health clinic, or other provider as determined by the *plan*. These facilities may include a non-*hospital* site providing diagnostic and therapy services, *surgery*, or *rehabilitation*, or other *provider facility* as determined by us. Professional charges only include services billed by a *physician* or other professional.

**Outpatient surgical facility** means any facility with a medical staff of *physicians* that operates pursuant to law for the purpose of performing *surgical procedures*, and that does not provide accommodations for patients to stay overnight. This does not include facilities such as: acute-care clinics, *urgent care centers*, ambulatory-care clinics, free-standing emergency facilities, and *physician* offices.

**Pain management program** means a program using interdisciplinary teams providing coordinated, goal-oriented services to a *covered person* who has chronic pain that significantly interferes with physical, psychosocial, and vocational functioning, for the purpose of reducing pain, improving function, and decreasing dependence on the health care system. A *pain management program* must be individualized and provide physical *rehabilitation*, education on pain, relaxation training, and medical evaluation.

**Physician** means a licensed *medical practitioner* who is practicing within the scope of his or her licensed authority in treating a bodily *injury* or sickness and is required to be covered by state law including dentists, optometrists, ophthalmologists, osteopaths, podiatrists, and chiropractors. A *physician* does NOT include someone who is related to a *covered person* by blood, marriage or adoption or who is normally a *member* of the *covered person's* household.

**Plan** means this *policy* or *contract*. Throughout this *contract* you will see references to Celtic Insurance Company and Ambetter from Sunshine Health. Ambetter from Sunshine Health operates under its legal entity, Celtic Insurance Company, and both may be referred to as the "*plan*."

**Policy** when *italicized*, means this *policy* issued and delivered to *you*. It includes the attached pages, the applications, and any amendments.

**Post-service claim** means any claim for benefits for medical care or treatment that has already been provided

**Pre-service claim** means any claim for benefits for medical care or treatment that has not yet been provided and requires the approval of the *plan* in advance of the *member* obtaining the medical care.

**Pregnancy** means the physical condition of being pregnant, but does not include *complications of pregnancy*.

**Prescription drug** means any medicinal substance whose label is required to bear the legend "RX only."

**Prescription order** means the request for each separate drug or medication by a *physician* or each *authorized* refill or such requests.

**Prior authorization** means a decision to approve specialty or other *medically necessary* care for a *member* by the *member's care physician* or provider group prior to receiving services.

**Proof of loss** means information required by *us* to decide if a claim is payable and the amount that is payable. It may include, but is not limited to, claim forms, medical bills or records, *other plan* information, payment of claim and *network* re-pricing information. *Proof of loss* must include a copy of all Explanation of Benefit forms from any other carrier, including Medicare

**Prosthetic device** means a *medically necessary* device used to replace, correct, or support a missing portion of the body, to prevent or correct a physical deformity or malfunction, or to support a weak or deformed portion of the body.

**Provider facility** means a *hospital, rehabilitation facility, skilled nursing facility, or other healthcare facility.*

**Reconstructive surgery** means *surgery performed on an abnormal body structure caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease in order to improve function or to improve the patient's appearance, to the extent possible.*

**Rehabilitation** means care for restoration including by education or training of one's prior ability to function at a level of *maximum therapeutic benefit*. This includes *acute rehabilitation, sub-acute rehabilitation, or intensive day rehabilitation*, and it includes *rehabilitation therapy and pain management programs*. An *inpatient* hospitalization will be deemed to be for *rehabilitation* at the time the patient has been *medically stabilized* and begins to receive *rehabilitation therapy* or treatment under a *pain management program*.

**Rehabilitation facility** means an institution or a separate identifiable *hospital* unit, section, or ward that:

1. Is licensed by the state as a *rehabilitation facility*; and
2. Operates primarily to provide 24-hour primary care or *rehabilitation* of sick or injured persons as *inpatients*.

*Rehabilitation facility* does not include a facility primarily for rest, the aged, long term care, assisted living, *custodial care*, nursing care, or for care of the mentally incompetent.

**Rehabilitation licensed practitioner** means, but is not limited to, a *physician, physical therapist, speech therapist, occupational therapist, or respiratory therapist*. A *rehabilitation licensed practitioner* must be licensed or certified by the state in which care is rendered and performing services within the scope of that license or certification.

**Rehabilitation therapy** means physical therapy, occupational therapy, speech therapy, or respiratory therapy.

**Rescission** of a *policy* means a determination by an insurer to withdraw the coverage back to the initial date of coverage.

**Residence** means the physical location where *you* live. If *you* live in more than one location, and *you* file a United States income tax return, the physical address, not a P.O. Box, shown on *your* United States income tax return as *your residence* will be deemed to be *your place of residence*. If *you* do not file a United States income tax return, the *residence* where *you* spend the greatest amount of time will be deemed to be *your place of residence*.

**Residential treatment facility** means a facility that provides, with or without charge sleeping accommodations, and:

1. Is not a *hospital, extended care facility, or rehabilitation facility*; or
2. Is a unit whose beds are not licensed at a level equal to or more acute than skilled nursing.

**Respite care** means *home health care services* provided temporarily to a *covered person* in order to provide relief to the *covered person's immediate family* or other caregiver.

**Serious and complex condition** means, in the case of an acute *illness*, a condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm; or, in the case of a chronic *illness* or condition, a condition that is life-threatening, degenerative, potentially disabling, or congenital; and requires specialized medical care over a prolonged period of time.

**Skilled nursing facility** means services that include *physician* services, room and board limited to semi-private rooms, unless a private room is *medically necessary* or a semi-private room is not available, and patient meals, general nursing care, rehabilitative services, drugs (drugs and biologicals), medical supplies and the use of appliances and equipment furnished by *skilled nursing facility*. Limitations apply, see *your Schedule of Benefits*.

**Social determinants of health** are the circumstances in which people are born, grow up, live, work, and age. This also includes the systems in place to offer health care and services to a community.

**Specialist** is a *physician* or *medical practitioner* who focuses on a specific area of medicine and has additional expertise to help treat specific disorders or *illnesses*. *Specialists* may be needed to diagnose, manage, or treat certain types of symptoms and conditions related to their specific field of expertise.

**Spouse** means the person to whom *you* are lawfully married.

**Sub-acute rehabilitation** means one or more different types of therapy provided by one or more *rehabilitation licensed practitioners* and performed for one-half hour to two hours per day, five to seven days per week, while the *covered person* is confined as an *inpatient* in a *hospital*, *rehabilitation facility*, or *extended care facility*.

**Substance use disorder** means alcohol, drug or chemical abuse, overuse, or dependency. Covered *substance abuse disorders* are those listed in the most recent editions of the *Diagnostic and Statistical Manual of Mental Disorders* or the *International Classification of Diseases*.

**Surgery** or **surgical procedure** means:

1. An invasive diagnostic procedure; or
2. The treatment of a *covered person's illness* or *injury* by manual or instrumental operations, performed by a *physician* while the *covered person* is under *general* or *local anesthesia*.

**Surveillance tests for ovarian cancer** means annual screening using:

1. CA-125 serum tumor marker testing;
2. Transvaginal ultrasound; or
3. Pelvic examination.

**Surrogate** means an individual who, as part of a *Surrogacy Arrangement*, (a) uses her own egg that is fertilized by a donor or (b) is a gestational carrier who has a fertilized egg placed in her body but the egg is not her own.

**Surrogacy arrangement** means an understanding in which a woman (the *surrogate*) agrees to become pregnant and carry a child (or children) for another person (or persons) who intend to raise the child (or children), whether or not the *surrogate* receives payment for acting as a *surrogate*.

**Telehealth services** means the mode of delivering health care services and public health via information and communication technologies to facilitate the diagnosis, consultation, treatment, education, *care management*, and self-management of a patient's health care while the patient is at the originating site and the provider for telehealth is at a distant site. *Telehealth services* includes synchronous interactions and asynchronous store and forward transfers.

**Terminal illness counseling** means counseling of the *immediate family* of a *terminally ill* person for the purpose of teaching the *immediate family* to care for and adjust to the *illness* and impending death of the *terminally ill* person.

**Terminally ill** means a *physician* has given a prognosis that a *covered person* has six months or less to live.

**Third party** means a person or other entity that is or may be obligated or liable to the *covered person* for payment of any of the *covered person's* expenses for *illness* or *injury*. The term "*third party*" includes, but is not limited to, an individual person; a for-profit or non-profit business entity or organization; a government agency or program; and an insurance company. However, the term "*third party*" will not include any insurance company with a *policy* under which the *covered person* is entitled to benefits as a named insured person or an insured *dependent* of a named insured person except in those jurisdictions where statutes or common law does not specifically prohibit *our* right to recover from these sources.

**Tobacco or nicotine use or use of tobacco or nicotine** means use of *tobacco* or *nicotine* by individuals who may legally use *nicotine* or *tobacco* under federal and state law on average four or more times per week and within no longer than the six months immediately preceding the date application for this *policy* was completed by the *covered person*, including all *tobacco* and *nicotine* products, e-cigarettes or vaping devices but excluding religious and ceremonial uses of *tobacco*.

**Transcranial magnetic stimulation (TMS)** means a non-invasive procedure in which a changing magnetic field is used to cause electric current to flow in a small targeted region of the brain via electromagnetic induction.

**Urgent grievance** means a *grievance* involving a situation that would seriously jeopardize *your* life or health or would jeopardize *your* ability to regain maximum function.

**Unproven service(s)** means services, including medications, which are determined not to be effective for treatment of the medical condition, or not to have a beneficial effect on health outcomes, due to insufficient and inadequate clinical evidence from *well-conducted randomized controlled trials* or *well-conducted cohort studies* in the prevailing published peer-reviewed medical literature.

1. "*Well-conducted randomized controlled trials*" means that two or more treatments are compared to each other, and the patient is not allowed to choose which treatment is received; and
2. "*Well-conducted cohort studies*" means patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.

**Urgent care center** means a facility, not including a *hospital emergency room* or a *physician's office*, that provides treatment or services that are required:

1. To prevent serious deterioration of a *covered person's* health; and
2. As a result of an unforeseen *illness, injury*, or the onset of acute or severe symptoms.

**Usual and customary** means the fair market value of the service provided (i.e. what a willing buyer will pay and a willing seller will accept in an arm's-length transaction). In determining the fair market value of the service provided, *we* consider, among other things, the amounts reasonably accepted by providers, when available, for the service or similar services in the geographical area in which the service was received.

**Utilization review** means a process used to monitor the use of, or evaluate the clinical necessity, appropriateness, efficacy, or efficiency of, health care services, procedures, or settings. Areas of review may include ambulatory review, prospective review, second opinion, certification, concurrent review, *case management*, discharge planning, or retrospective review.

# DEPENDENT COVERAGE

## Dependent Member Eligibility

Your *dependent members* become eligible for coverage under this *policy* on the latter of:

1. The date *you* became covered under this *policy*; or
2. The date of marriage to add a *spouse*; or
3. The date of an eligible newborn's birth; or
4. The date that an adopted child is placed with *you* or *your spouse* for the purposes of adoption or *you* or *your spouse* assumes total or partial financial support of the child.

## Effective Date for Initial Dependent Members

The *effective date* for your initial *dependents* will be the same date as your initial coverage date. Only *dependents* included in the application for this *policy* will be covered on your *effective date*.

## Coverage for a Newborn Child

An *eligible child* born to *you* or your covered family member(s) will be covered from the time of birth until the 31st day after its birth. Each type of *covered service* incurred by the newborn child will be subject to the *cost sharing* amount listed in the *Schedule of Benefits*.

The coverage, benefits or services for newborns shall consist of coverage for *injury* or sickness, including the necessary care or treatment of medically diagnosed congenital defects, birth abnormalities or pre-maturity and up to \$1,000 transportation costs of the newborn to and from the nearest appropriate facility staffed and equipped to treat the newborn's condition when such transportation is certified by the treating provider as necessary to protect the health and safety of the newborn child.

Additional premium will be required to continue coverage beyond the 31st day after the date of birth. The required premium will be calculated from the child's date of birth. If notice of the newborn is given to *us* within the 31 days from birth, an additional premium for coverage of the newborn child will be charged for not less than 31 days after the birth of the child. If notice is not given within the 31 days from birth, *we* will charge an additional premium from the date of birth. If notice is given to *us* within 60 days of the birth of the child, the *policy* may not deny coverage of the child due to failure to notify *us* of the birth of the child or to pre-enroll the child.

## Coverage for an Adopted Child

Coverage for children under this *policy* will be provided for the adopted child of a *member* who has family coverage. Coverage is provided from the moment of placement to a child the *member* proposes to adopt who is placed in the *member's residence* in compliance with Chapter 63, Florida Statutes. A newborn infant who is adopted by the *member* is covered from the moment of birth if a written agreement to adopt such child has been entered into prior to the birth of the child, whether or not such agreement is enforceable. However, coverage will not be provided in the event the child is not ultimately placed in the *member's residence* in compliance with chapter 63, Florida Statutes.

The *member's* adopted child is covered from the moment of placement in the *residence*, or if a newborn, from the moment of birth, if the child is enrolled timely as specified in the Special and Limited Enrollment Period provision.

Additional premium will be required to continue coverage beyond the 31st day following *placement* of the child. The required premium will be calculated from the date of *placement* for adoption. Coverage of the child will terminate on the 31st day following *placement*, unless *we* have received both: a) written notice of *your* or *your spouse's* intent to adopt the child; and b) any additional premium required for the addition of the child within 90 days of the date of *placement*.

As used in this provision, "*placement*" means the earlier of:

1. The date that *you* or *your spouse* assume physical custody of the child for the purpose of adoption;  
or
2. The date of entry of an order granting *you* or *your spouse* custody of the child for the purpose of adoption.

**Adding Other Dependent Members**

If *you* apply in writing for insurance on a *dependent* and *you* pay the required premiums, then the *effective date* will be shown in the written notice to *you* that the *dependent* is insured.

# ONGOING ELIGIBILITY

## For All Covered Persons

A *member's* eligibility for coverage under this *policy* will cease on the earlier of:

1. The date that a *member* has failed to pay premiums or contributions in accordance with the terms of this *contract* or the date that *we* have not received timely premium payments in accordance with the terms of this *contract*; or
2. The date the *member* has performed an act or practice that constitutes fraud or made an intentional misrepresentation of a material fact (e.g., the date that a *member* accepts any direct or indirect contributions or reimbursement by or on behalf of an employer, for any portion of the premium for coverage under this *contract*); or
3. The date *we* decline to renew this *contract*, as stated in the Discontinuance provision; or
4. The date of a *member's* death; or
5. The date a *member's* eligibility for coverage under this *contract* ceases due to losing *network* access as the result of a permanent move.

## For Dependent Members

A *dependent* will cease to be a *covered person* at the end of the premium period in which he or she ceases to be *your dependent* due to divorce or if a child ceases to be an *eligible child*. For *eligible children*, coverage will terminate the thirty-first of December the year that the dependent turns 30 years of age.

*We* must receive notification within 90 days of the date an insured ceases to be an eligible *dependent*. If notice is received by *us* more than 90 days from this date, any unearned premium will be credited only from the first day of the calendar month in which *we* receive the notice.

A *covered person* will not cease to be a *dependent eligible child* solely because of age if the *eligible child* is:

1. Not capable of self-sustaining employment due to mental handicap or physical handicap that began before the age limit was reached; and
2. Mainly dependent on *you* for support.

If health benefits are denied for the stated reason that the child has reached the limiting age for dependent coverage specified in this *contract*, the *member* has the burden of establishing that the child continues to meet the criteria specified above. Failure to provide the required proof may result in the dependent's termination of coverage.

The coverage of the handicapped child may be continued, but not beyond the termination date of such incapacity or such dependence. This provision shall in no event limit the application of any other *contract* provisions terminating such child's coverage for any other reason than the attainment of the limiting age.

## Open Enrollment

There will be an open enrollment period for coverage. The open enrollment period begins November 1, 2021 and extends through December 15, 2021. Individuals who enroll on or before January 15, 2022 will have an *effective date* of coverage on January 1, 2022.

## Special and Limited Enrollment

In general, a *qualified individual* has 60 days to report certain life changes, known as "qualifying events" to the Health Insurance Marketplace or by using Ambetter's *Enhanced Direct Enrollment* tool. *Qualified Individuals* may be granted a Special Enrollment Period where they may enroll in or change to a different Marketplace *plan* during the current *plan* year if they have a qualifying event. Qualifying events include:



1. A *qualified individual* or *dependent* loses *minimum essential coverage*, *non-calendar year group* or individual health insurance coverage, *pregnancy-related coverage*, access to healthcare services through coverage provided to a pregnant enrollee's unborn child, or medically needed coverage;
2. A *qualified individual* gains a *dependent* or becomes a *dependent* through marriage, birth, adoption, placement for adoption, placement in foster care, or a child support order or other court order. In the case of marriage, at least one *spouse* must demonstrate having minimum essential coverage as described in 26 CFR 1.5000A-1(b) for 1 or more days during the 60 days preceding the date of marriage;
3. A *qualified individual* or *dependent*, who was not previously a citizen, national, or lawfully present individual gains such status; or who is no longer incarcerated or whose incarceration is pending the disposition of charges;
4. A *qualified individual's* enrollment or non-enrollment in a *plan* is unintentional, inadvertent, or erroneous and is the result of the error, misrepresentation, or inaction of an officer, employee, or its instrumentalities as evaluated and are determined by the Health Insurance Marketplace;
5. An enrollee or *dependent* adequately demonstrates to the Health Insurance Marketplace that the *plan* in which he or she is enrolled substantially violated a material provision of its *contract* in relation to the enrollee;
6. A *qualified individual*, enrollee, or *dependent*, adequately demonstrates to the Health Insurance Marketplace that a material error related to *plan* benefits, service area, or premium influenced the qualified individual's or enrollee's decision to purchase the QHP;
7. An enrollee or *dependent* enrolled in the same *plan* is determined newly eligible or newly ineligible for *advanced premium tax credits* or has a change in *eligibility* for *cost-sharing reductions*;
8. A *qualified individual* or *dependent* who is enrolled in an eligible employer-sponsored *plan* is determined newly eligible for *advanced premium tax credits* based in part on a finding that such individual is ineligible for qualifying coverage in an eligible-employer sponsored *plan* in accordance with 26 CFR §1.36B-2(c)(3);
9. A *qualified individual*, enrollee, or *dependent* gains access to new QHPs as a result of a permanent move, and had minimum essential coverage as described in 26 CFR 1.5000A-1(b) for one or more days during the sixty days preceding the date of the permanent move;
10. A *qualified individual* or *dependent* who gains or maintains status as an Indian, as defined by section 4 of the Indian Health Care Improvement Act, may enroll in a *plan* or change from one *plan* to another one time per month;
11. A *qualified individual* or enrollee demonstrates to the Health Insurance Marketplace, in accordance with guidelines issued by HHS, that the individual meets other exceptional circumstances as the Health Insurance Marketplace may provide;
12. A *qualified individual*, enrollee, or *dependent* is a victim of domestic abuse or spousal abandonment as defined by 26 CFR 1.36B-2, and would like to enroll in coverage separate from the perpetrator of the abuse or abandonment;
13. A *qualified individual* or *dependent* is determined to be potentially eligible for Medicaid or Children's Health Insurance Program (CHIP), but is subsequently determined to be ineligible after the open enrollment period has ended or more than 60 days after the qualifying event; or applies for coverage at the State Medicaid or CHIP agency during the annual open enrollment period, and is determined ineligible for Medicaid or CHIP after open enrollment has ended;
14. A *qualified individual* newly gains access to an employer sponsored Individual Coverage Health Reimbursement Arrangement (ICHRA) (as defined in 45 CFR 146.123(b)) or a Qualified Small Employer Health Reimbursement Arrangement (QSHRA) (as defined in section 9831(d)(2) of the Internal Revenue Code);
15. At the option of the Health Insurance Marketplace, a *qualified individual* provides satisfactory documentary evidence to verify his or her eligibility for an insurance affordability program or enrollment in a *plan* through the Health Insurance Marketplace

following termination of enrollment due to a failure to verify such status within the time period specified in 45 C.F.R. § 155.315 or is under 100 percent of the federal poverty level and did not enroll in coverage while waiting for HHS to verify his or her citizenship, status as a national, or lawful presence; or

16. A qualified individual or dependent is enrolled in COBRA continuation coverage for which an employer is paying all or part of the premiums, or for which a government entity is providing subsidies, and the employer completely ceases its contributions or government subsidies completely cease.

To determine if *you* are eligible and apply for a Special Enrollment Period, ***please visit [Healthcare.gov](https://www.healthcare.gov) and search for “special enrollment period.”*** The Health Insurance Marketplace is responsible for all healthcare eligibility and enrollment decisions for *members* who enrolled via the Marketplace.

If *you* are currently enrolled in Ambetter, please contact *Member Services* at 1-877-687-1180 with any questions related to *your* health insurance coverage.

### **Coverage Effective Dates for Special Enrollment Periods**

**Regular effective dates.** Except as specified below, coverage will be effective on the first of the month following *plan* selection.

#### **Special effective dates.**

In the case of birth, adoption, placement for adoption, or placement in foster care, coverage is effective for a *qualified individual* or enrollee on the date of birth, adoption, placement for adoption, or placement in foster care. In the case of marriage, or in the case where a *qualified individual* loses minimum essential coverage, coverage is effective on the first day of the following month.

In the case of erroneous enrollment, *contract* violation, or exceptional circumstances, coverage is effective on an appropriate date based on the circumstances of the special enrollment period, in accordance with guidelines issued by the Department of Health and Human Services. Such date must be either (i) the date of the event that triggered the special enrollment period or (ii) in accordance with the regular *effective dates*.

If a *qualified individual*, enrollee, or *dependent* loses coverage, gains access to a new QHP, becomes newly eligible for enrollment in a QHP, becomes newly eligible for advance payments of the premium tax credit in conjunction with a permanent move, or is enrolled in COBRA continuation coverage and employer contributions to or government subsidies completely cease, and if the *plan* selection is made on or before the day of the triggering event the Health Insurance Marketplace must ensure that the coverage *effective date* is the first day of the month following the date of the triggering event. If the *plan* selection is made after the date of the triggering event, coverage is effective on the first day of the following month.

If a *qualified individual*, enrollee, or *dependent* newly gains access to an ICHRA or is newly provided a QSEHRA, and if the *plan* selection is made before the day of the triggering event, coverage is effective on the first day of the month following the date of the triggering event or, if the triggering event is on the first day of a month, on the date of the triggering event. If the *plan* selection is made on or after the day of the triggering event, coverage is effective on the first day of the month following *plan* selection.

If a *qualified individual*, enrollee, or *dependent* did not receive timely notice of an event that triggers eligibility for a special enrollment period, and otherwise was reasonably unaware that a qualifying event occurred, the Health Insurance Marketplace must allow the *qualified individual*, enrollee, or

*dependent* to select a new *plan* within sixty days of the date that he or she knew, or reasonably should have known, of the occurrence of the triggering event. And at the option of a *qualified individual*, enrollee or *dependent*, the Health Insurance Marketplace must provide the earliest effective that would have been available, based on the applicable qualifying event.

**Prior Coverage**

If a *member* is confined as an *inpatient* in a *hospital* on the *effective date* of this agreement, and prior coverage terminating immediately before the *effective date* of this agreement furnishes benefits for the hospitalization after the termination of prior coverage, then services and benefits will not be covered under this agreement for that *member* until the *member* is discharged from the *hospital* or benefits under the prior coverage are exhausted, whichever is earlier.

# PREMIUMS

## **Premium Payment**

Each premium is to be paid on or before its due date. A due date is the last day of the period for which the preceding premium was paid.

## **Grace Period**

After the first premium is paid, a grace period of 90 days from the premium due date is given for the payment of premium. This provision means that if any required premium is not paid on or before the date it is due, it may be paid during the grace period. During the grace period, coverage will remain in force.

## **Misstatement of Age**

If a *Member's* age has been misstated, the *Member's* premium may be adjusted to what it should have been based on the *Member's* actual age.

## **Change or Misstatement of Residence**

If *you* change *your residence*, *you* must notify *us* of *your* new *residence* within 60 days of the change. *Your* premium will be based on *your* new *residence* beginning on the first day of the next calendar month after the change. If *your residence* is misstated on *your* application, or *you* fail to notify *us* of a change of *residence*, *we* will apply the correct premium amount beginning on the first day of the first full calendar month *you* resided at that place of *residence*. If the change results in a lower premium, *we* will refund any excess premium. If the change results in a higher premium, *you* will owe *us* the additional premium.

## **Misstatement of Tobacco Use**

The answer to the *tobacco* question on the application is material to *our* correct underwriting. If a *covered person's* use of *tobacco* has been misstated on the *covered person's* application for coverage under this *policy*, *we* have the right to rerate the *policy* back to the original *effective date*.

## **Billing/Administrative Fees**

Upon prior written notice, *we* may impose an administrative fee for credit card payments. This does not obligate *us* to accept credit card payments. *We* will charge a \$20 fee for any check or automatic payment deduction that is returned unpaid.

# COST SHARING FEATURES

## Cost Sharing Features

We will pay benefits for *covered services* as described in the Schedule of Benefits and the Major Medical Expense Benefits section of this *contract*. Benefits we pay will be subject to all conditions, limitations, and *cost sharing* features of this *contract*. *Cost sharing* means that you participate or share in the cost of your healthcare services by paying *deductible amounts*, *copayments* and *coinsurance* for some *covered services*. For example, you may need to pay a deductible, *copayment* or *coinsurance* amount when you visit your *physician* or are admitted into the *hospital*. The *copayment* or *coinsurance* required for each type of service as well as your *deductible* is listed in your *Schedule of Benefits*.

When you, or a covered dependent, receive health care services from a provider, there may be multiple claims for that episode of care. An episode of care means the services provided by a health care facility or provider to treat a condition or an *illness*. Each claim that we receive for services covered under this *contract* are adjudicated or processed as we receive them. Coverage is only provided for *eligible service expenses*. Each claim received will be processed separately according to the cost share as outlined in the *contract* and in your *Schedule of Benefits*.

Ambetter may review your service selections and at our option we may offer rebate(s) when we determine higher quality and lower costs, evidence based selection(s) were actively chosen by you.

## Copayments

A *copayment* is typically a fixed amount due at the time of service. *Members* may be required to pay *copayments* to a provider each time services are performed that require a *copayment*. *Copayments* are due as shown in the *Schedule of Benefits*. Payment of a *copayment* does not exclude the possibility of a provider billing you for any non-covered services. *Copayments* do not count or apply toward the *deductible amount*, but do apply toward your *maximum out-of-pocket amount*.

## Coinsurance Amount

A *coinsurance* amount is your share of the cost of a service. *Members* may be required to pay a *coinsurance* in addition to any applicable *deductible amount(s)* due for a *covered service* or supply. *Coinsurance* amounts do not apply toward the *deductible*, but do apply toward your *maximum out-of-pocket amount*. When the annual *maximum out-of-pocket amount* has been met, additional *covered service expenses* will be 100%.

## Deductible

The *deductible amount* means the amount of *covered service expenses* that must be paid by each/all *members* before any benefits are provided or payable. The *deductible amount* does not include any *copayment amount* or *coinsurance* amount. Not all *covered service expenses* are subject to the *deductible amount*. See your *Schedule of Benefits* for more details. *Deductible amounts* are applied for a *calendar year* and do not roll over to the next *calendar year*.

## Maximum Out-of-Pocket

You must pay any required *copayments* or *coinsurance* amounts required until you reach the *maximum out-of-pocket amount* shown on your *Schedule of Benefits*. After the *maximum out-of-pocket amount* is met for an individual, we will pay 100% of the cost for *covered services*. The family *maximum out-of-pocket amount* is two times the individual *maximum out-of-pocket amount*. For the family *maximum out-of-pocket amount*, once a *member* has met the individual *maximum out-of-pocket amount*, the remainder of the family *maximum out-of-pocket amount* can be met with the combination of any one or more *members' eligible service expenses*.

**Refer to your Schedule of Benefits for Coinsurance Percentage and other limitations.**

The amount provided or payable will be subject to:

1. Any specific benefit limits stated in the *contract*; and
2. A determination of *eligible service expenses*.

The applicable *deductible amount(s)*, *cost sharing percentage*, and *copayment amounts* are shown on the *Schedule of Benefits*.

**Network Availability**

*Your network* is subject to change. The most current *network* may be found online at *our* website or by contacting *us* at the number shown on *your* identification card. A *network* may not be available in all areas. If *you* move to an area where *we* are not offering access to a *network*, please contact *Member Services* prior to moving. Note that services from *non-network providers* are not *covered services* under this agreement but *you* may have the opportunity to disenroll from coverage under this *contract* and enroll in a different health *plan* with a *network* in that area. If *you* receive *non-emergency services* from *non-network providers*, benefits will be calculated in accordance with the terms of this *contract* for *non-network providers*.

**Coverage under Other Policy Provisions**

Charges for services and supplies that qualify as *covered service expenses* under one benefit provision will not qualify as *covered service expenses* under any other benefit provision of this *contract*.

**Note:** The bill *you* receive for services or supplies from a *non-network provider* may be significantly higher than the *eligible service expenses* for those services or supplies. In addition to the *deductible amount*, *copayment amount*, and *cost sharing percentage*, *you* are responsible for the difference between the *eligible service expense* and the amount the *non-network provider* bills *you* for the services or supplies. Any amount *you* are obligated to pay to the *non-network provider* in excess of the *eligible service expense* will not apply to *your deductible amount* or *maximum out-of-pocket amount*.

**Continuity of Care**

Under the No Surprises Act, if a *member* is receiving a *covered service* with respect to an *network provider* or *facility* and: (1) the contractual relationship with the *provider* or *facility* is terminated, such that the *provider* or *facility* is no longer in *network*; or (2) benefits are terminated because of a change in the terms of the participation of the *provider* or *facility*, as it pertains to the benefit the *member* is receiving, then *we* will: (1) notify each enrollee who is a *continuing care patient* on a timely basis of the termination and their right to elect continued transitional care from the provider or facility; (2) provide the individual with an opportunity to notify the health *plan* of the individual's need for transitional care; and (3) permit the individual to elect to continue to have their benefits for the course of treatment relating to the individual's status as a *continuing care patient* during the period beginning on the date on which the above notice is provided and ending on the earlier of (i) the 90-day period beginning on such date; or the (ii) date on which such individual is no longer a *continuing care patient* with respect to their provider or facility.

**New Technology**

As innovative technologies and solutions are established in market under expedited research and development, *we* may elect to offer, at *our* discretion, new services or preferred partnerships designed to improve access to care and enhance *care management*. Ambetter will provide access to *third party* services at preferred or discounted rate. The preferred or discounted rates to these services may be communicated to all *members* by email, mail or phone promotions. The preferred partnerships are optional benefits to all *members*

# MAJOR MEDICAL EXPENSE BENEFITS

The *plan contract* provides coverage for healthcare services for a *member* or covered dependent. Some services require *prior authorization*. *Copayment, Deductible and Coinsurance amounts* must be paid to *your network provider* at the time *you* receive services. All *covered services* are subject to conditions, exclusions, limitations, terms and provisions of this *contract*. *Covered services* must be *medically necessary* and not *experimental or investigational*.

## Benefit Limitations

Limitations may also apply to some *covered services* that fall under more than one *covered service* category. Please review all limits carefully. Ambetter will not pay benefits for any of the services, treatments, items or supplies that exceed benefit limits.

## Ambulance Service Benefits

*Covered service expenses* will include ambulance services for local ground transportation, transportation from home, scene of accident, or medical emergency:

1. To the nearest *hospital* that can provide services appropriate to the *member's illness or injury*, in cases of emergency.
2. To the nearest neonatal special care unit for newborn infants for treatment of *illnesses, injuries, congenital birth defects, or complications of premature birth* that require that level of care.
3. Transportation between *hospitals* or between a *hospital* and a skilled nursing, *rehabilitation facility* and *member's home* when *authorized* by Ambetter from Sunshine Health Plan.
4. When ordered by an employer, school, fire or public safety official and the *member* is not in a position to refuse; or
5. When a *member* is required by *us* to move from a *non-network provider* to a *network provider*.
6. *Prior authorization* is not required for emergency ambulance transportation. Note: Non-emergency ambulance transportation requires *prior authorization*. Unless otherwise required by Federal or Florida law, if *you* receive services from *non-network* ambulance providers, *you* may be responsible for costs above the allowed charges.

Exclusions:

No benefits will be paid for:

1. Expenses incurred for ambulance services covered by a local governmental or municipal body, unless otherwise required by law;
2. Non-emergency air medical transportation
3. Air ambulance:
  - a. Outside of the 50 United States and the District of Columbia;
  - b. From a country or territory outside of the United States to a location within the 50 United States or the District of Columbia; or
  - c. From a location within the 50 United States or the District of Columbia to a country or territory outside of the United States; or
  - d. Commercial Air transport across state lines.
4. Ambulance services provided for a *covered person's* comfort or convenience.
5. Non-emergency transportation excluding ambulances (for example transport van, taxi).
6. Out of state *behavioral health* air ambulance transfer services are not covered.
7. Ambulance services provided for a *member's* comfort or convenience.
8. Non-emergency transportation excluding ambulances (for example, transport-van, taxi).

## Air Ambulance Service Benefits

*Covered service expenses* will include ambulance services for ground, water, fixed wing and rotary wing air transportation from home, scene of accident, or medical emergency:

1. To the nearest *hospital* that can provide services appropriate to the *member's illness or injury*, in cases of emergency.
2. To the nearest neonatal special care unit for newborn infants for treatment of *illnesses, injuries, congenital birth defects*, or complications of premature birth that require that level of care.
3. Transportation between hospitals or between a *hospital* and a skilled nursing, *rehabilitation facility* and *member's home* when *authorized* by Ambetter from Sunshine Health Plan.
4. When ordered by an employer, school, fire or public safety official and the *member* is not in a position to refuse; or
5. When a *member* is required by *us* to move from a *non-network provider* to a *network provider*.

*Prior authorization* is not required for emergency ambulance transportation. Please Note: *You* should not be balance billed for services from a *non-network* ambulance provider, beyond *your* cost share, for emergency air ambulance services.

*We* will provide reasonable reimbursement to an air ambulance service for covered nonemergency and *emergency services* provided to *you* in accordance with the coverage terms of this *contract*. In this context, "reasonable reimbursement" means reimbursement that considers the direct cost to provide the air ambulance transportation service to *you*, the operation of an air ambulance service by a county which operates entirely within a designated area of critical state concern as determined by the Department of Economic Opportunity, and *in-network* reimbursement established by *us* under this *contract*. The term "reasonable reimbursement" does not include the *billed amount*.

Limitations: Benefits for air ambulance services are limited to:

1. Services requested by police or medical authorities at the site of an emergency.
2. Those situations in which the *member* is in a location that cannot be reached by ground ambulance.

Note: Non-emergency ambulance transportation requires *prior authorization*.

Exclusions:

1. No benefits will be paid for:
2. Expenses incurred for ambulance services covered by a local governmental or municipal body, unless otherwise required by law.
3. Non-emergency air medical transportation.
4. Air medical transportation:
  - a. Outside of the 50 United States and the District of Columbia;
  - b. From a country or territory outside of the United States to a location within the 50 United States or the District of Columbia; or
  - c. From a location within the 50 United States or the District of Columbia to a country or territory outside of the United States.
5. Ambulance services provided for a *member's* comfort or convenience.
6. Non-emergency transportation excluding ambulances.

### **Sleep Studies**

Sleep studies are covered when determined to be *medically necessary*; *prior authorization* may be required.

Note: A sleep study can be performed either at home or in a facility.

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

*The coverage described below is intended to comply with requirements under the Paul Wellstone-Pete Domenici Mental Health Parity and Addiction Equity Act of 2008.*

Mental health services will be provided on an *inpatient* and outpatient basis and include treatable mental health conditions. These conditions affect the individual's ability to cope with the requirements of daily



living. If you need mental health and/or *substance use disorder* treatment, you may choose any provider participating in our *behavioral health network*. You can search for in-network *behavioral health providers* by using our Find a Provider tool at *Ambetter.SunshineHealth.com* or by calling Member Services at 1-877-687-1169 (Relay FL 1-1-800-955-8770). *Deductible amounts, copayment or coinsurance* amounts and treatment limits for covered mental health and *substance use disorder* benefits will be applied in the same manner as physical health service benefits.

*Covered services* for mental health and *substance use disorder* are included on a non-discriminatory basis for all *members* for the diagnosis and *medically necessary* and active treatment of mental, emotional, or *substance use disorders* as defined in the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association* or the *International Statistical Classification of Diseases and Related Health Problems (ICD)*.

When making coverage determinations, our utilization management staff employ established level of care guidelines and medical necessity criteria that are based on currently accepted standards of practice and take into account legal and regulatory requirements. They utilize McKesson's Interqual criteria for mental health determinations and American Society of Addiction Medicine (ASAM) criteria for substance use determinations. Services should always be provided in the least restrictive clinically appropriate setting. Any determination that requested services are not *medically necessary* will be made by a qualified licensed mental health professional.

Covered *inpatient* and *outpatient* mental health or *substance use disorder* services are as follows:

#### *Inpatient*

1. *Inpatient* psychiatric hospitalization;
2. *Inpatient* detoxification treatment;
3. Observation;
4. Crisis Stabilization;
5. *Inpatient Rehabilitation*;
6. *Residential Treatment facility* for mental health and substance use; and
7. Electroconvulsive Therapy (ECT).

#### Outpatient

1. Individual and group therapy for mental health and *substance use*;
2. Medication management services;
3. Outpatient detoxification programs;
4. Psychological and neuropsychological testing and assessment;
5. Applied Behavioral Analysis for treatment of autism;
6. *Telehealth*;
7. Partial Hospitalization Program (PHP);
8. Medication assisted treatment – combines behavioral therapy and medications to treat *substance use disorders*;
9. Intensive Outpatient Program (IOP);
10. Evaluation and assessment for mental health and substance use;
11. Mental Health day treatment;
12. Electroconvulsive Therapy (ECT);
13. *Transcranial Magnetic Stimulation (TMS)*;
14. *Assertive Community Treatment (ACT)*.

*Behavioral health covered services* are only for the diagnosis or treatment of mental health conditions and the treatment of substance use/chemical dependency.

In addition, *Integrated Care Management* is available for all of *your* healthcare needs, including *behavioral health* and substance use. Please call 1-877-687-1169 (Relay FL 1-1-800-955-8770) to be referred to a care manager for an assessment.

Expenses for these services are covered, if *medically necessary* and may be subject to *prior authorization*. Please see the *Schedule of Benefits* for more information regarding services that require *prior authorization* and specific benefit, day or visit limits, if any.

### **Autism Spectrum Disorder Benefits**

Generally recognized services prescribed in relation to *autism spectrum disorder* by a *physician* or *behavioral health* practitioner in a treatment *plan* recommended by that *physician* or *behavioral health* practitioner.

For purposes of this section, generally recognized services may include services such as:

- evaluation and assessment services;
- *applied behavior analysis* therapy;
- behavior training and behavior management;
- speech therapy;
- occupational therapy;
- physical therapy;
- psychiatric care such as counseling services provided by a licensed psychiatrist, licensed psychologist, licensed professional counselor or licensed clinical social worker;
- *habilitation services*, limited to children ages 0 to 21 with a diagnosis of *autism spectrum disorder*;
- or
- medications or nutritional supplements used to address symptoms of *autism spectrum disorder*.

No limitation exists within the benefits for *applied behavior analysis* services. These services are subject to *prior authorization* to determine medical necessity. If multiple services are provided on the same day by different providers, a separate *copayment* and/or *coinsurance* will apply to each provider.

### **Habilitation, Rehabilitation and Extended Care Facility Expense Benefits**

*Covered expenses* include expenses incurred for *habilitation* or *rehabilitation services* or confinement in an *extended care facility*, subject to the following limitations:

1. *Covered expenses* available to a *covered person* while confined primarily to receive *habilitation* or *rehabilitation* are limited to those specified in this provision;
2. *Rehabilitation services* or confinement in a *rehabilitation facility* or *extended care facility* must be for treatment of, or *rehabilitation* related to, the same *illness* or *injury* that resulted in the *hospital* stay;
3. *Covered expenses* for *provider facility* services are limited to charges made by a *hospital*, *rehabilitation facility*, or *extended care facility* for:
  - a. Daily room and board and nursing services;
  - b. Diagnostic testing; and
  - c. Drugs and medicines that are prescribed by a *physician*, must be filled by a licensed pharmacist, and are approved by the U.S. Food and Drug Administration;
4. *Covered expenses* for non-*provider facility* services are limited to charges incurred for the professional services of *rehabilitation licensed practitioners*.
5. Outpatient physical therapy, occupational therapy, respiratory, pulmonary or inhalation therapy and speech therapy.

*Custodial care* services are not covered under this *policy*. See the *Schedule of Benefits* for benefit levels or additional limits.

Care ceases to be *rehabilitation* upon *our* determination of any of the following:

1. The *covered person* has reached *maximum therapeutic benefit*;
2. Further treatment cannot restore bodily function beyond the level the *covered person* already possesses;
3. There is no meaningful measurable progress toward documented goals; and
4. Care is primarily *custodial care*.

### **Home Health Care Expense Benefits**

1. *Covered Services and supplies for Home Healthcare* are covered when *your physician* indicates you are not able to travel for appointments to a medical office. Coverage is provided for *medically necessary in-network* care provided at the *member's* home and includes the following: *Home health aide services, only if provided in conjunction with a physician medically necessary skill order that must be provided by a skilled registered nurse or licensed practical nursing services;*
2. Skilled services of a registered nurse or licensed practical *nurse* rendered on an outpatient basis;
3. Professional fees of a licensed respiratory, physical, occupational, or speech therapist required for *home health care*;
4. I.V. medication and pain medication;
5. Hemodialysis, and for the processing and administration of blood or blood components;
6. *Necessary medical supplies*; and
7. Rental or purchase of *medically necessary durable medical equipment*.
8. Sleep Studies.

I.V. medication and pain medication are *covered expenses* to the extent they would have been *covered expenses* during an *inpatient hospital* stay.

At *our* option, we may *authorize* the purchase of the equipment in lieu of its rental if the rental price is projected to exceed the equipment purchase price, but only from a provider we authorize before the purchase.

#### Limitations:

See the *Schedule of Benefits* for benefit levels or additional limits for expenses related to *home health aide services*. *Home health care* services not in conjunction with a registered or licensed practical nurse and *home health aide* are not covered

#### Exclusion:

No benefits will be payable for charges related to *respite care, custodial care, or educational care* under the *Home Health Care Service Expense Benefit*.

### **Hospice Care Expense Benefits**

*Hospice* care benefits are allowable for a *terminally ill covered person* receiving *medically necessary* care under a *hospice care program*. *Covered services* include:

1. Room and board in a *hospice* while the *covered person* is an *inpatient*;
2. Occupational therapy;
3. Speech-language therapy;
4. The rental of medical equipment while the *terminally ill covered person* is in a *hospice care program* to the extent that these items would have been covered under the *policy* if the *covered person* had been confined in a *hospital*;
5. Medical, palliative, and supportive care, and the procedures necessary for pain control and acute and chronic symptom management;

6. Counseling the *covered person* regarding his or her *terminal illness*;
7. *Terminal illness counseling* of members of the *covered person's immediate family*; and
8. *Bereavement counseling*.

Benefits for *hospice inpatient*, home or outpatient care are available for one continuous period up to one hundred eighty (180) days in a *covered person's* lifetime.

Exclusions and Limitations:

Any exclusion or limitation contained in the *contract* regarding:

1. An *injury* or *illness* arising out of, or in the course of, employment for wage or profit;
2. Medical necessity of services or supplies, to the extent such services or supplies are provided as part of a *hospice care program*; or
3. Expenses for other persons, to the extent those expenses are described above, will not be applied to this provision.

### **Radiology, Imaging and Other Diagnostic Testing**

*Medically necessary* radiology services, imaging and tests performed for diagnostic reasons are a covered benefit (e.g., X-ray, MRI, CT scan, PET/SPECT, mammogram, and ultrasound). *Prior authorization* may be required, see the *Schedule of Benefits* for details. **Note:** Depending on the service performed, two bills may be incurred – both subject to any applicable *cost sharing* – one for the technical component (the procedure itself) and another for the professional component (the reading/interpretation of the results by a *physician* or other qualified practitioner).

### **Respite Care Expense Benefits**

*Respite care* is covered on an *inpatient*, or home, or outpatient basis to allow temporary relief to family members from the duties of caring for a *covered person* under *hospice* care. Respite days that are applied toward the *deductible members* cost share obligations, are considered benefits provided, and shall apply against any maximum benefit limit for these services.

### **Medical Foods**

We cover medical foods and formulas for outpatient total parenteral therapy; outpatient enteral therapy, outpatient elemental formulas for malabsorption; and dietary formula when *medically necessary* for the treatment of Phenylketonuria (PKU) and inborn errors of metabolism.

Excluded are any other food thickeners, non-medical dietary formulas, oral nutritional supplements, special diets, prepared foods or meals, baby formula or food and formula for access problems.

### **Second Medical Opinion**

*Members* are entitled to a second medical opinion under the following conditions:

1. Whenever a *surgical procedure* is recommended to confirm the need for the procedure;
2. Whenever a serious *injury* or *illness* exists; or
3. Whenever *you* feel that *you* are not responding to the current treatment *plan* in a satisfactory manner.

If requested, the second opinion consultation is to be provided by a *physician* of the *member's* choice. The *member* may select a *network provider* listed in the Ambetter from Sunshine Health Provider Directory. If a *member* chooses a *network provider*, he or she will only be responsible for the applicable *cost-sharing* for the consultation. Any lab tests or diagnostic and therapeutic services are subject to the additional *cost-sharing*. The *plan* may allow a second opinion from a *non-network provider* which will be subject to *prior authorization* and medical necessity review, and the *Non-network provider* has to agree to payment rates.

## Hospital Benefits

*Covered service expenses* are limited to charges made by a *hospital* for:

1. Daily room and board and nursing services, not to exceed the *hospital's* most common semi-private room rate.
2. Daily room and board and nursing services while confined in an *intensive care unit*.
3. *Inpatient* use of an operating, treatment, or recovery room.
4. Outpatient use of an operating, treatment, or recovery room for *surgery*.
5. Services and supplies, including drugs and medicines, which are routinely provided by the *hospital* for use only while *you* are *inpatient*.
6. *Emergency* treatment of an *injury* or *illness*, even if confinement is not required.

## Emergency Room Services

In an emergency situation (anything that could endanger *your* life (or *your* unborn child's life)), *you* should call 911 or head straight to the nearest emergency room. *We* cover emergency medical and *behavioral health* services both in and out of *our* service area. *We* cover these services 24 hours a day, 7 days a week.

Please note some providers that treat *you* within the emergency room may not be contracted with Ambetter. If that is the case, they may not balance bill *you* for the difference between *our allowed amount* and the provider's billed charge.

## Medical Expense Benefits

1. For *surgery* in a *physician's* office or *outpatient surgical facility*, including services and supplies.
2. Made by a *physician* for professional services, including *surgery*.
3. Made by an assistant surgeon.
4. For the professional services of a *medical practitioner*, including *surgery*;
5. For dressings, crutches, orthopedic splints, braces, casts, or other *necessary medical supplies*.
6. For diagnostic testing using radiologic, ultra-sonographic, or laboratory services.
7. For chemotherapy and radiation therapy or treatment.
8. For hemodialysis, and the charges by a *hospital* or dialysis center for processing and administration of blood or blood components.
9. For the cost and administration of an anesthetic.
10. For accidental dental treatment in a *hospital* or ambulatory surgical center. Benefits are available for general anesthesia and hospitalization services in connection with necessary dental treatment or *surgery*, subject to *prior authorization* by us.
  - a. A *member* under age eight (8) whose treating health care professional, in consultation with the dentist, determines the child has a significantly complex dental condition or a developmental disability in which patient management in the dental office has proved to be ineffective; or
  - b. A *member* who has one (1) or more medical conditions that would create significant or undue medical risk for the individual in the course of delivery of any dental treatment or *surgery* if not rendered in a *hospital* or ambulatory surgical center.
11. Necessary dental treatment is that which, if left untreated, is likely to result in a medical condition. Use of general anesthesia in a *hospital* or ambulatory surgical center is subject to *prior authorization* by us. Please call *Member Services* to confirm *your* benefits for the use of general anesthesia in a *hospital* or ambulatory surgical center.
12. For oxygen and its administration.
13. For dental service expenses when a *member* suffers an *injury*, after the *member's effective date* of coverage, that results in:
  - a. Damage to his or her sound natural teeth; and

- b. Expenses are incurred within six months of the accident or as part of a treatment *plan* that was prescribed by a *physician* and began within six months of the accident. *Injury* to the sound natural teeth will not include any *injury* as a result of chewing.
14. For *surgery*, excluding tooth removal, to treat craniomandibular disorders, malocclusions, or disorders of the temporomandibular joint. See the *Schedule of Benefits* for benefit levels or additional limits.
15. For reconstructive breast *surgery* charges as a result of a partial or total mastectomy. Coverage includes *surgery* and reconstruction of the diseased and non-diseased breast and *prosthetic devices* necessary to restore a symmetrical appearance and treatment in connection with other physical complications resulting from the mastectomy including lymphedemas. Coverage for outpatient post-surgical care is provided in the most medically appropriate setting which may include a *hospital*, treating *physician's* office, outpatient center or the *member's* home. *Inpatient hospital* treatment for mastectomy will not be limited to any period that is less than that recommended by the attending *physician*.
16. For *medically necessary chiropractic care* treatment on an outpatient basis only. See the *Schedule of Benefits* for benefit levels or additional limits. *Covered service expenses* are subject to all other terms and conditions of the *contract*, including *deductible amount* and *cost sharing percentage* provisions.
17. *Covered service expenses* are permitted when a *member* receives services from a *network provider* specializing in obstetrics and gynecology for obstetrical or gynecological care or if *medically necessary* follow-up care is detected at the visit without a referral.
18. For the following types of tissue transplants:
  - a. Cornea transplants;
  - b. Artery or vein grafts;
  - c. Heart valve grafts;
  - d. Prosthetic tissue replacement, including joint replacements; and
  - e. Implantable prosthetic lenses, in connection with cataracts.
19. Family Planning for certain professional provider contraceptive services and supplies, including but not limited to sterilization and vasectomies, tubal ligation and insertion or extraction of FDA-approved contraceptive devices.
20. *Covered services* for *medically necessary* diagnosis and treatment of osteoporosis for high-risk *member*, including, but not limited to, estrogen-deficient *members* who are at clinical risk for osteoporosis, *members* who have vertebral abnormalities, individuals who are receiving long-term hyperparathyroidism and *members* who have a family history of osteoporosis.
21. Cleft lip and cleft palate for an *eligible child* under the age of 18. *Covered services* includes medical, dental, speech therapy, audiology, and nutrition services only if such services are prescribed by the treating *physician* or surgeon and such *physician* or surgeon certifies that such services are *medically necessary* and consequent to treatment of the cleft lip or cleft palate.
22. For Dermatology services which are limited to the following: *Medically necessary* minor *surgery*, tests, and office visits provided by a dermatologist who is a *network provider*.
23. Mammograms as follows: (a) A baseline mammogram for any *covered person* who is 35 to 40 years of age; (b) A mammogram every 2 years for any *covered person* who is 40 to 50 years of age or older, or more frequently based on the patient's *physician's* recommendations; (c) A mammogram every year for any *covered person* who is 50 years of age or older; (d) A mammogram based upon a *physician's* recommendation for any *covered person* who is at risk for breast cancer because of personal medical history, genetic history, or family history of breast cancer. (e) Mammogram surveillance for breast cancer patients. (f) Diagnostic mammogram after abnormal screening mammogram. For *medically necessary* genetic blood tests.
24. For *medically necessary* immunizations to prevent respiratory syncytial virus (RSV).
25. For *medically necessary* allergy treatment including allergy injection.
26. Coverage for *medically necessary* bone mass measurement and for diagnosis and treatment of osteoporosis;

27. *Medically necessary telehealth services* subject to the same clinical and *utilization review* criteria, *plan* requirements and limitations as the same health care services when delivered to an insured in person. *Telehealth Services* provided by *Ambetter Telehealth* are subject to \$0 *copay*. *Telehealth Services* not provided by *Ambetter Telehealth* would be subject to the same *cost sharing* as the same health care services when delivered to an insured in-person. Pursuant to federal regulation, the \$0 cost share does not apply to *members* enrolled in an HSA-eligible *plan*. Please review *your* Schedule of Benefits to determine if *your plan* is HSA-eligible.
28. *Medically necessary* services made by a provider who renders services in an *in-network urgent care center*, including facility costs and supplies.

### **Diabetic Care**

For *medically necessary* services and supplies used in the treatment of diabetes. *Covered service expenses* include, but are not limited to, exams including podiatric exams; routine foot care such as trimming of nails and corns; laboratory and radiological diagnostic testing; self-management equipment, and supplies such as urine or ketone strips, blood glucose monitor supplies (glucose strips) for the device, and syringes or needles; orthotics and diabetic shoes; urinary protein/microalbumin and lipid profiles; educational health and nutritional counseling for self-management, eye examinations, and prescription medication; and one retinopathy examination screening per year.

### **Dialysis Services**

*Medically necessary* acute and chronic dialysis services are covered benefits unless other coverage is primary, such as Medicare for dialysis. There are two types of treatment provided *you* meet all the criteria for treatment. *You* may receive hemodialysis in an *in-network* dialysis Facility or peritoneal dialysis in *your* home from a *network provider* when *you* qualify for home dialysis.

Covered expenses include:

1. Services provided in an Outpatient Dialysis Facility or when services are provided in the Home;
2. Processing and administration of blood or blood components;
3. Dialysis services provided in a *hospital*;
4. Dialysis treatment of an acute or chronic kidney ailment which may include the supportive use an artificial kidney machine.

After *you* receive appropriate training at a dialysis facility *we* designate, *we* also cover equipment and medical supplies required for home hemodialysis and home peritoneal dialysis. Coverage is limited to the standard item of equipment or supplies that adequately meets *your* medical needs. *We* will determine if equipment is made available on a rental or purchase basis. At *our* option, *we* may authorize the purchase of the equipment in lieu of its rental if the rental price is projected to exceed the equipment purchase price, but only from a Provider *we* authorize before the purchase.

### **Outpatient Medical Supplies Expense Benefits**

*Covered expenses* for miscellaneous outpatient medical supplies are limited to charges:

1. For artificial eyes or larynx, breast prosthesis, or basic artificial limbs but not the replacement thereof, unless required by a physical change in the *covered person* and the item cannot be modified. If more than one *prosthetic device* can meet a *covered person's* functional needs, only the charge for the most cost effective *prosthetic device* will be considered a *covered expense*;
2. For one pair of foot orthotics per year per *covered person*; Coverage is limited to diabetes care only
3. For the purchase or rental of a *medically necessary durable medical equipment*;
4. For the rental of one Continuous Passive Motion (CPM) machine per *covered person* following a covered joint *surgery*;
5. For the cost of one wig per *covered person* necessitated by hair loss due to cancer treatments or traumatic burns;

6. For one pair of eyeglasses or contact lenses per *covered person* following a covered cataract surgery.

### **Durable Medical Equipment, Prosthetics, and Orthotic Devices**

The supplies, equipment and appliances described below are *covered services* under this benefit. If the supplies, equipment and appliances include comfort, luxury, or convenience items or features which exceed what is *medically necessary* in *your* situation or needed to treat *your* condition, reimbursement will be based on the maximum allowable amount for a standard item that is a *covered service*, serves the same purpose, and is *medically necessary*. Any expense that exceeds the maximum allowable amount for the standard item which is a *covered service* is *your* responsibility. For example, the reimbursement for a motorized wheelchair will be limited to the reimbursement for a standard wheelchair, when a standard wheelchair adequately accommodates *your* condition. Repair, adjustment and replacement of purchased equipment, supplies or appliances as set forth below may be covered, as approved by *us*. The repair, adjustment or replacement of the purchased equipment, supply or appliance is covered if:

1. The equipment, supply or appliance is a *covered service*;
2. The continued use of the item is *medically necessary*; and
3. There is reasonable justification for the repair, adjustment, or replacement (warranty expiration is not reasonable justification).

In addition, replacement of purchased equipment, supplies or appliance may be covered if:

1. The equipment, supply or appliance is worn out or no longer functions.
2. Repair is not possible or would equal or exceed the cost of replacement. An assessment by a habilitation equipment specialist or vendor should be done to estimate the cost of repair.
3. Individual's needs have changed and the current equipment is no longer usable due to weight gain, rapid growth, or deterioration of function, etc.
4. The equipment, supply or appliance is damaged and cannot be repaired.

Benefits for repairs and replacement do not include the following:

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

We may establish reasonable quantity limits for certain supplies, equipment or appliance described below.

#### Durable medical equipment

The rental (or, at *our* option, the purchase) of *durable medical equipment* prescribed by a *physician* or other provider. *Durable medical equipment* is equipment which can withstand repeated use; i.e., could normally be rented, and used by successive patients; is primarily and customarily used to serve a medical purpose; is not useful to a person in the absence of *illness* or *injury*; and is appropriate for use in a patient's home. Examples include but are not limited to wheelchairs, crutches, *hospital* beds, and oxygen equipment. Rental costs must not be more than the purchase price. The *plan* will not pay for rental for a longer period of time than it would cost to purchase equipment. The cost for delivering and installing the equipment are *covered services*. Payment for related supplies is a *covered service* only when the equipment is a rental, and medically fitting supplies are included in the rental; or the equipment is owned by the *member*; medically fitting supplies may be paid separately. Equipment should be purchased when it costs more to rent it than to buy it. Repair of medical equipment is covered.

*Covered Services* may include, but are not limited to:

1. Hemodialysis equipment.
2. Crutches and replacement of pads and tips.
3. Pressure machines.
4. Infusion pump for IV fluids and medicine.



5. Glucometer.
6. Tracheotomy tube.
7. Cardiac, neonatal and sleep apnea monitors.
8. Augmentive communication devices are covered when *we* approve based on the *member's* condition.

Exclusions:

Non-covered items may include but are not limited to:

1. Air conditioners.
2. Ice bags/cold pack pump.
3. Raised toilet seats.
4. Rental of equipment if the *member* is in a Facility that is expected to provide such equipment.
5. Translift chairs.
6. Treadmill exerciser.
7. Tub chair used in shower.
8. Vehicle installations or modifications which may include, but are not limited to: adapted seat devices, door handle replacements, lifting devices, roof extensions and wheelchair securing devices.

Medical and surgical supplies

Coverage for non-durable medical supplies and equipment for management of disease and treatment of medical and surgical conditions.

*Covered Services* may include, but are not limited to:

1. Allergy serum extracts.
2. Chem strips, Glucometer, Lancets.
3. Clinitest.
4. Needles/syringes.
5. Ostomy bags and supplies except charges such as those made by a pharmacy for purposes of a fitting are not *covered services*.

Exclusions:

Non *Covered Services* include but are not limited to:

1. Adhesive tape, band aids, cotton tipped applicators.
2. Arch supports.
3. Doughnut cushions.
4. Hot packs, ice bags.
5. Vitamins (except as provided for under Preventive benefits).
6. Med-injectors.
7. Items usually stocked in the home for general use like Band-Aids, thermometers, and petroleum jelly.

Prosthetics

Artificial substitutes for body parts and tissues and materials inserted into tissue for functional or therapeutic purposes. *Covered services* include purchase, fitting, needed adjustment, repairs, and replacements of *prosthetic devices* and supplies that:

1. Replace all or part of a missing body part and its adjoining tissues; or
2. Replace all or part of the function of a permanently useless or malfunctioning body part.

*Prosthetic devices* should be purchased not rented, and must be *medically necessary*. Applicable taxes, shipping and handling are also covered.

*Covered Services* may include, but are not limited to:

1. Aids and supports for defective parts of the body including but not limited to internal heart valves, mitral valve, internal pacemaker, pacemaker power sources, synthetic or homograft vascular replacements, fracture fixation devices internal to the body surface, replacements for injured or diseased bone and joint substances, mandibular reconstruction appliances, bone screws, plates, and vitallium heads for joint reconstruction.
2. Left Ventricular Artificial Devices (LVAD) (only when used as a bridge to a heart transplant).
3. Breast prosthesis whether internal or external, following a mastectomy, and four surgical bras per benefit period, as required by the Women's Health and Cancer Rights Act. Maximums for *Prosthetic devices*, if any, do not apply.
4. Replacements for all or part of absent parts of the body or extremities, such as artificial limbs, artificial eyes, etc.
5. Intraocular lens implantation for the treatment of cataract or aphakia. Contact lenses or glasses are often prescribed following lens implantation and are *covered services*. (If cataract extraction is performed, intraocular lenses are usually inserted during the same operative session). Eyeglasses (for example bifocals) including frames or contact lenses are covered when they replace the function of the human lens for conditions caused by cataract *surgery* or *injury*; the first pair of contact lenses or eyeglasses are covered. The donor lens inserted at the time of *surgery* are not considered contact lenses, and are not considered the first lens following *surgery*. If the *injury* is to one eye or if cataracts are removed from only one eye and the *member* selects eyeglasses and frames, then reimbursement for both lenses and frames will be covered.
6. Colostomy and other ostomy (surgical construction of an artificial opening) supplies directly related to ostomy care.
7. Restoration prosthesis (composite facial prosthesis).
8. Wigs (the first one following cancer treatment, not to exceed one per benefit period), when purchased through a participating provider.

Exclusions:

Non-covered Prosthetic appliances include but are not limited to:

1. Dentures, replacing teeth or structures directly supporting teeth.
2. Dental appliances.
3. Such non-rigid appliances as elastic stockings, garter belts, arch supports and corsets.
4. Wigs (except as described above following cancer treatment).

#### Orthotic devices

*Covered Services* are the initial purchase, fitting, and repair of a custom made rigid or semi-rigid supportive device used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body, or which limits or stops motion of a weak or diseased body part. The cost of casting, molding, fittings, and adjustments are included. Applicable tax, shipping, postage and handling charges are also covered. The casting is covered when an orthotic appliance is billed with it, but not if billed separately.

*Covered orthotic devices* may include, but are not limited to, the following:

1. Cervical collars.
2. Ankle foot orthosis.
3. Corsets (back and special surgical).
4. Splints (extremity).
5. Trusses and supports.
6. Slings.
7. Wristlets.
8. Built-up shoe.
9. Custom made shoe inserts. Coverage is for diabetic care only.

Orthotic appliances may be replaced once per year per *member* when *medically necessary* in the *member's* situation. However, additional replacements will be allowed for *members* under age 18 due to rapid growth, or for any *member* when an appliance is damaged and cannot be repaired.

Exclusions:

Non-covered services include but are not limited to:

1. Orthopedic shoes (except therapeutic shoes for diabetics).
2. Foot support devices, such as arch supports and corrective shoes, unless they are an integral part of a leg brace.
3. Standard elastic stockings, garter belts, and other supplies not specially made and fitted (except as specified under medical supplies).
4. Garter belts or similar devices.

### **Prescription Drug Expense Benefits**

We work with *providers* and pharmacists to ensure that we cover medications used to treat a variety of conditions and diseases.

Covered expenses in this benefit subsection are limited to charges from a licensed *pharmacy* for:

1. A *prescription drug*; and
2. Any drug that, under the applicable state law, may be dispensed only upon the written prescription of a *physician*.

The appropriate drug choice for a *covered person* is a determination that is best made by the *covered person* and his or her *physician*.

### **How to Fill a Prescription**

Prescription can be filled at an in-*network* retail pharmacy or through *our* mail-order pharmacy.

If *you* decide to have *your* prescription filled at an in-*network* pharmacy, *you* can use the online Provider Directory to find a pharmacy near *you*. *You* can access the Provider Directory at [guide.ambetterhealth.com](http://guide.ambetterhealth.com) on the Find a Provider page. *You* can also call *Member Services* to help *you* find a pharmacy. At the pharmacy, *you* will need to provide the pharmacist with *your* prescription and *your member* ID card.

We also offer a three-month (90-day) supply of maintenance medications by mail or from in-*network* retail pharmacies for specific benefit *plans*. These drugs treat long-term conditions or *illnesses*, such as high blood pressure, asthma and diabetes. *You* can find a list of covered medications on [Ambetter.SunshineHealth.com](http://Ambetter.SunshineHealth.com). *You* can also request to have a copy mailed directly to *you*.

### **Mail Order Pharmacy**

If *you* have more than one prescription *you* take regularly, *you* may select to enroll in *our* mail order delivery program. *Your* prescriptions will be safely delivered right to *your* door at no extra charge to *you*. *You* will still be responsible for *your* regular *copayment/coinsurance*. To enroll for mail order delivery or for any additional questions, call *our* mail order pharmacy at 1-888-624-1139. To enroll in the mail order delivery program *you* can find information on *our* Ambetter website. Once on *our* website, click on the section, "For *Member*," "Drug Coverage" and *you* will then see information of how to get medications delivered to *your* home or any other address *you* choose with no delivery fees.

### **Formulary or Prescription Drug List**

The formulary or *prescription drug* list is a guide to available generic, brand name drugs and some over-the-counter medications when ordered by a *physician* that are approved by the Food and Drug Administration (FDA) and covered through *your prescription drug* benefit. Generic drugs have the same

active ingredients as their brand name counterparts and should be considered the first line of treatment. The FDA requires generics to be safe and work the same as brand name drugs. If there is no generic available, there may be more than one brand name drug to treat a condition. Preferred brand name drugs are listed on Tier 2 of the Drug List to help identify brand name drugs that are clinically appropriate, safe and cost effective treatment options, if a generic medication on the formulary is not suitable for *your* condition.

Please note, the formulary is not meant to be a complete list of the drugs covered under *your* prescription benefit. Not all dosage forms or strengths of a drug may be covered. This list is periodically reviewed and updated and may be subject to change. Drugs may be added or removed or additional requirements may be added in order to approve continued usage of a specific drug.

Specific prescription benefit *plan* designs may not cover certain products or categories, regardless of their appearance in the formulary. For the most current Ambetter Formulary or *Prescription Drug List* or for more information about *our* pharmacy program, visit *Ambetter.SunshineHealth.com* (under “For Member”, “Pharmacy Resources”) or call *Member Services* at 1-877-687-1169 (Relay FL 1-800-955-8770).

### **Over-the-Counter (OTC) Prescriptions**

*We* cover a variety of over-the-counter (OTC) medications when ordered by a *physician*. *You* can find a list of covered over-the-counter medications in *our* formulary – they will be marked as “OTC”. *Your* prescription must meet all legal requirements.

### **Medication Balance-On-Hand**

Medication refills are prohibited until a *member's* cumulative balance-on-hand is equal to or fewer than 15 days' supply of medication. This program operates in addition to any applicable medication quantity limit or refill guidelines.

### **Split-Fill Dispensing Program**

*Members* are limited to 15-day supplies for the first 90 days when starting new therapy using certain medications (like oral oncology). *Members* pay half the 30-day cost-share for a 15-day supply, and would be responsible for the other half of the 30-day cost share for each additional 15-day supply. After 90 days, *members* will fill their medications for 30-day supplies.

### **Non-Formulary Prescription Drugs**

Under Affordable Care Act, *you* have the right to request coverage of *prescription drugs* that are not listed on the *plan* formulary (otherwise known as “non-formulary drugs”). To exercise this right, please get in touch with *your medical practitioner*. *Your medical practitioner* can utilize the *Prescription Drug Exception* request process.

### **Extended Days' Supply Process**

Maintenance Medications are generally taken daily for chronic and lifelong conditions. Ambetter uses Medi-Span to determine which medications are defined as Maintenance Medications. 90-day fills of Maintenance Medications are available exclusively at CVS Mail and Walgreens Retail pharmacies. *Members* obtaining a 90-day fill via CVS Mail or Walgreens Retail pharmacies will pay only 2.5 times their standard retail *copay*. Non-CVS Mail and non-Walgreens Retail pharmacies are limited to dispensing up to 30-days' supply of maintenance medications.

## Prescription Drug Exception Process

### 1. Standard exception request

A *member*, a *member's* designee or a *member's* prescribing *physician* may request a standard review of a decision that a drug is not covered by the *plan*. The request can be made in writing or via telephone. Within 72 hours of the request being received, *we* will provide the *member*, the *member's* designee or the *member's* prescribing *physician* with *our* coverage determination. Should the standard exception request be granted, *we* will provide coverage of the non-formulary drug for the duration of the prescription, including refills.

### 2. Expedited exception request

A *member*, a *member's* designee or a *member's* prescribing *physician* may request an expedited review based on exigent circumstances. Exigent circumstances exist when a *member* is suffering from a health condition that may seriously jeopardize the enrollee's life, health, or ability to regain maximum function or when an enrollee is undergoing a current course of treatment using a non-formulary drug. Within 24 hours of the request being received, *we* will provide the *member*, the *member's* designee or the *member's* prescribing *physician* with *our* coverage determination. Should the expedited exception request be granted, *we* will provide coverage of the non-formulary drug for the duration of the exigency.

### 3. External exception request review

If *we* deny a request for a standard exception or for an expedited exception, the *member*, the *member's* designee or the *member's* prescribing *physician* may request that the original exception request and subsequent denial of such request be reviewed by an independent review organization. *We* will make *our* determination on the external exception request and notify the *member*, the *member's* designee or the *member's* prescribing *physician* of *our* coverage determination no later than 72 hours following receipt of the request, if the original request was a standard exception, and no later than 24 hours following receipt of the request, if the original request was an expedited exception.

If *we* grant an external exception review of a standard exception request, *we* will provide coverage of the non-formulary drug for the duration of the prescription. If *we* grant an external exception review of an expedited exception request, *we* will provide coverage of the non-formulary drug for the duration of the exigency.

## Non-Covered Services and Exclusions:

No benefits will be paid under this benefit subsection for services provided or expenses incurred:

1. For *prescription drug* treatment of erectile dysfunction or any enhancement of sexual performance unless such treatment is listed on the formulary.
2. For weight loss *prescription drugs* unless otherwise listed on the formulary.
3. For immunization agents, blood, or blood plasma, except when used for preventive care and listed on the formulary.
4. For medication that is to be taken by the *member*, in whole or in part, at the place where it is dispensed.
5. For medication received while the *member* is a patient at an institution that has a facility for dispensing pharmaceuticals.
6. For a refill dispensed more than 12 months from the date of a *physician's* order.
7. For more than the predetermined *managed drug limitations* assigned to certain drugs or classification of drugs.
8. For a *prescription order* that is available in over-the-counter form, or comprised of components that are available in over-the-counter form, and is therapeutically equivalent, except for over-the-counter products that are on the formulary.
9. For drugs labeled "Caution - limited by federal law to investigational use" or for *investigational* or *experimental* drugs.

10. For any drug that *we* identify as therapeutic duplication through the Drug *Utilization Review* program.
11. For more than a 30-day supply when dispensed in any one prescription or refill or for maintenance drugs up to a 90-day supply when dispensed by any mail pharmacy other than CVS Mail or retail pharmacy other than Walgreens Retail. Specialty drugs and other select drug categories are limited to 30-day supplies when dispensed by retail or mail order. Please note that only the 90-day supply is subject to the discounted *cost sharing*. Eligible maintenance prescriptions filled for less than 90 days are subject to the standard *cost sharing* amount. For *prescription drugs* for any *member* who enrolls in Medicare Part D as of the date of his or her enrollment in Medicare Part D. *Prescription drug* coverage may not be reinstated at a later date.
12. Foreign Prescription Medications, except those associated with an *Emergency Medical Condition* while *you* are traveling outside the United States. These exceptions apply only to medications with an equivalent FDA-approved Prescription Medication that would be covered under this document if obtained in the United States.
13. For prevention of any diseases that are not endemic to the United States, such as malaria, and where preventive treatment is related to *member's* vacation during out of country travel. This section does not prohibit coverage of treatment for aforementioned diseases.
14. For medications used for cosmetic purposes.
15. For infertility drugs unless otherwise listed on the formulary.
16. For any controlled substance that exceeds state established maximum morphine equivalents in a particular time period, as established by state laws and regulations.
17. For drugs or dosage amounts determined by Ambetter to be ineffective, unproven or unsafe for the indication for which they have been prescribed, regardless of whether such drugs or dosage amounts have been approved by any governmental regulatory body for that use.
18. For any drug related to dental restorative treatment or treatment of chronic periodontitis, where drug administration occurs at dental practitioner's office.
19. For any drug dispensed from a non-lock-in pharmacy while *member* is in lock-in program.
20. For any drug related to *surrogate pregnancy*.
21. For any injectable medication or biological product that is not expected to be self-administered by the *member* at *member's* place of *residence* unless listed on the formulary.
22. Medication refills where a *member* has more than 15 days' supply of medication on hand.

Certain specialty and non-specialty generic medications may be covered at a higher cost share than other generic products. Please reference the formulary and *Schedule of Benefits* for additional information. For purposes of this section the tier status as indicated by the formulary will be applicable.

### **Lock-in Program**

To help decrease overutilization and abuse, certain *members* identified through *our* Lock-In Program, may be locked into a specific pharmacy for the duration of their participation in the Lock-In Program. *Members* locked into a specific pharmacy will be able to obtain their medications(s) only at specified location. Ambetter pharmacy, together with Medical Management will review *member* profiles and using specific criteria, will recommend *members* for participation in the Lock-In Program. *Members* identified for participation in the Lock-In Program and associated providers will be notified of *member* participation in the program via mail. Such communication will include information on duration of participation, pharmacy to which *member* is locked-in, and any *appeals* rights.

### **Pediatric Vision Benefits – Children under the age of 19**

Coverage for vision services is provided for children, under the age of 19, from a *network provider* through the end of the *plan* year in which they turn 19 years of age.

1. Routine ophthalmological exam
  - a. Refraction;
  - b. Dilation;

- c. Contact lens fitting.
- 2. Frames
- 3. Prescription lenses
  - a. Single;
  - b. Bifocal;
  - c. Trifocal;
  - d. Lenticular; or
  - e. Contact lenses (in lieu of glasses).
- 4. Additional lens options (including coating and tints)
  - a. Progressive lenses (standard or premium);
  - b. Intermediate vision lenses;
  - c. Blended segment lenses;
  - d. Hi-Index lenses;
  - e. Plastic photosensitive lenses;
  - f. Photochromic glass lenses;
  - g. Glass-grey #3 prescription sunglass lenses;
  - h. Fashion and gradient tinting;
  - i. Ultraviolet protective coating;
  - j. Polarized lenses;
  - k. Scratch resistant coating;
  - l. Anti-reflective coating (standard, premium or ultra);
  - m. Oversized lenses;
  - n. Polycarbonate lenses.
- 5. Low vision aids as medically necessary.

Please refer to *your Schedule of Benefits* for a detailed list of *cost sharing*, annual maximum and appropriate service limitations. To see which vision providers are part of the *network*, please visit [Ambetter.SunshineHealth.com](http://Ambetter.SunshineHealth.com) or call *Member Services*.

Services not covered:

- 1. Visual therapy;
- 2. Two pair of glasses as a substitute for bifocals;
- 3. Non-*network* care without *prior authorization*.
- 4. Lasik *surgery*, and/or Radial Keratotomy

### **Medically Necessary Vision Services**

Eye exams for the treatment of medical conditions of the eye are covered when the service is performed by a participating *network provider* (optometrist or ophthalmologist). *Covered services* include office visits, testing, and treatment of eye conditions producing symptoms that if left untreated may result in the *loss* of vision.

Excluded services for routine and non-routine vision include:

- 1. Visual Therapy;
- 2. Any vision services, treatment or material not specifically listed as a *covered service*;
- 3. Low vision services and hardware for adults; and
- 4. Non-*network* care, except when *prior -authorized*

### **Preventive Care Expense Benefits**

*Covered expenses* are expanded to include the charges incurred by a *covered person* for the following preventive health services if appropriate for that *covered person* in accordance with the following recommendations and guidelines:

- 1. 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;

2. Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to an individual;
3. Evidence-informed preventive care and screenings for infants, children, and adolescents, in accordance with comprehensive guidelines supported by the Health Resources and Services Administration which includes well-child care from birth;
4. Additional preventive care and screenings not included in (1) above, in accordance with comprehensive guidelines supported by the Health Resources and Services Administration;
5. Covers without *cost sharing*:
  - a. Screening for *nicotine* or *tobacco* use; and
  - b. For those who *use nicotine* or *tobacco* products, at least two (2) cessation attempts per year. For this purpose, covering a cessation attempt includes coverage for:
    - i. Four (4) *nicotine* or *tobacco* cessation counseling sessions of at least ten (10) minutes each (including telephone counseling, group counseling and individual counseling) without *prior authorization*; and
    - ii. All Food and Drug Administration (FDA) approved *nicotine* or *tobacco* cessation medications (including both prescription and over-the-counter medications) for a 90-day treatment regimen per *calendar year* when prescribed by a health care provider without *prior authorization*.

Benefits when billed as a preventive health services listed in this provision, except under the administration of reasonable medical management techniques discussed in the next paragraph, are exempt from any *deductible amounts*, and *coinsurance* provisions under the *policy* when the services are provided by a *network provider*. If a service is considered diagnostic or non-preventive care, *your "plan" copayment*, *coinsurance* and *deductible* will apply. It is important to know what type of service *you* are getting. If a diagnostic or non-preventive service is performed during the same healthcare visit as a preventive service, *you* may have *copayment* and *coinsurance* charges.

Benefits for *covered expenses* for preventive care expense benefits may include the use of reasonable medical management techniques *authorized* by federal law to promote the use of preventive services from *network providers*. Reasonable medical management techniques may result in the application of *deductibles* and *coinsurance* provisions to services when a *covered person* chooses not to use a high value service that is otherwise exempt from *deductibles* and *coinsurance* provisions when received from a *network provider*.

As new recommendations and guidelines are issued, those services will be considered *covered expenses* when required by the United States Secretary of Health and Human Services, but not later than one year after the recommendation or guideline is issued.

Whether something is preventive is determined by the claim service data submitted by the provider.

### **Child Health Supervision Services**

The following *covered service* is provided for an *eligible child* in accordance with the Florida Child Health Assurance Act which includes *covered services* from the moment of birth to age 16 years. A waiver of the *deductible amount* applies to all eligible expenses for *Child Health Supervision Services*. *Child Health Supervision Services* means *physician-delivered* or *physician-supervised* services. These services do not include *hospital charges*.

*Child Health Supervision Services* include periodic visits, which shall include:

- History
- Anticipatory Guidance



- Physical Examination
- Developmental Assessment
- Appropriate Immunizations
- Laboratory Testing

These services and periodic visits will be provided in accordance with prevailing medical standards consistent with the Recommendations for Preventive Pediatric Health Care of the American Academy of Pediatrics.

*Eligible service expenses for Child Health Supervision Services* are limited to one visit payable to one provider for all the services provided at each visit.

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

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 issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

### **Maternity Care**

An *inpatient* stay is covered for mother and newborn for a minimum of 48 hours following a vaginal delivery and 96 hours following a delivery by cesarean section. *We do not require that a physician or other healthcare provider obtain prior authorization for delivery.* An *inpatient* stay longer than 48 hours for a vaginal delivery or 96 hours for a cesarean delivery will require notification to the Health *Plan* .

*Prior authorization* is required for all elective c-sections

Other maternity benefits which may require *prior authorization* include:

1. Outpatient and *inpatient* pre- and post-partum care including exams, prenatal diagnosis of genetic disorder, laboratory and radiology diagnostic testing, health education, nutritional counseling, risk assessment, and childbirth classes.
2. *Physician* Home Visits and Office Services.
3. Parent education, assistance, and training in breast or bottle feeding and the performance of any necessary and appropriate clinical tests.
4. *Complications of pregnancy.*
5. *Hospital* stays for other *medically necessary* reasons associated with maternity care.
6. For medical services or supplies for maternity deliveries at home, required for medical professional or *medically necessary* treatment.

Note: This provision does not amend the *contract* to restrict any terms, limits, or conditions that may otherwise apply to *covered service expenses* for maternity care. This provision also does not require an enrollee who is eligible for coverage under a health benefit *plan* to:

1. give birth in a *hospital* or other healthcare facility; or
2. remain under *inpatient* care in a *hospital* or other healthcare facility for any fixed term following the birth of a child.

### **Newborn Charges**

*Medically necessary* services, including *hospital* services are provided for a covered newborn child immediately after birth. Each type of *covered service* incurred by the newborn child will be subject to his/her own *cost sharing* (*copayment, coinsurance* percentage, *deductible* and *maximum out-of-pocket amount*), as listed in the *Schedule of Benefits*. Please refer to the *Dependent Member Coverage* section of this contract for details regarding Coverage for a Newborn Child/Coverage for an Adopted Child.

Note: This provision does not amend the *contract* to restrict any terms, limits, or conditions that may otherwise apply to *surrogates* and children born from *surrogates*. Please reference General Non-Covered Services and Exclusions, as limitations may exist.

### **Duty to Cooperate**

We do not cover services or supplies related to a *members pregnancy* when a *member* is acting as a *surrogate* and has entered into a *surrogacy arrangement*. For more information on excluded services, please see the General Non Covered Services and Exclusions section. *Members* who are a *surrogate* at the time of enrollment or *members* who agree to a *surrogacy arrangement* during the *plan* year must, within 30 days of enrollment or agreement to participate in a *surrogacy arrangement*, send us written notice of the *surrogacy arrangement* to Sunshine Health Plan at the Member Services Department, P.O. Box 459087 Fort Lauderdale, FL 33345-90871301. In the event that a *member* fails to comply with this provision, we reserve our right to enforce this EOC on the bases of fraud, misrepresentation or false information, up to and including recoupment of all benefits that we paid on behalf of the *surrogate* during the time that the *surrogate* was insured under our policy, plus interest, attorneys' fees, costs and all other remedies available to us.

### **Clinical Trial Coverage**

Clinical Trial Coverage includes routine patient care costs incurred as the result of an approved phase I, II, III or phase IV clinical trial and the clinical trial is undertaken for the purposes of prevention, early detection, or treatment of cancer or other life-threatening disease or condition . Coverage will include routine patient care costs incurred for (1) drugs and devices that have been approved for sale by the Food and Drug Administration (FDA), regardless of whether approved by the FDA for use in treating the patient's particular condition, (2) reasonable and *medically necessary* services needed to administer the drug or use the device under evaluation in the clinical trial and (3) all items and services that are otherwise generally available to a qualified individual that are provided in the clinical trial except:

1. The investigational item or service itself;
2. Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and
3. Items and services customarily provided by the research sponsors free of charge for any enrollee in the trial.

Phase I and II clinical trials must meet the following requirements:

1. Phase I and II of a clinical trial is sanctioned by the National Institutes of Health (NIH) or National Cancer Institute (NCI) and conducted at academic or National Cancer Institute Center; and
2. The insured is enrolled in the clinical trial. This section shall not apply to insureds who are only following the protocol of phase I or II of a clinical trial, but not actually enrolled.

Phase III and IV clinical trials must be approved or funded by one of the following entities:

1. One of the National Institutes of Health (NIH);
2. The Centers for Disease Control and Prevention;
3. The Agency for Health Care Research and Quality;
4. The Centers for Medicare & Medicaid Services;
5. An NIH Cooperative Group or Center;
6. The FDA in the form of an investigational new drug application;
7. The federal Departments of Veterans' Affairs, Defense, or Energy;
8. An institutional review board in this state that has an appropriate assurance approved by the Department of Health and Human Services assuring compliance with and implementation of regulations for the protection of human subjects; or

9. A qualified non-governmental research entity that meets the criteria for NIH Center support grant eligibility.

In a clinical trial, the treating facility and personnel must have the expertise and training to provide the treatment and treat a sufficient volume of patients. There must be equal to or superior, *non-investigational treatment* alternatives and the available clinical or preclinical data must provide a reasonable expectation that the treatment will be superior to the non-investigational alternatives.

Providers participating in clinical trials shall obtain a patient's informed consent for participation in the clinical trial in a manner that is consistent with current legal and ethical standards.

### **Social Determinants of Health Supplemental Benefits**

*Social determinants of health* supplemental benefits and services may be offered to enrollees to remove barriers to accessing health services and improve overall health outcomes. These are benefits and services that we may make available in connection with this *contract*. The benefits and services provided may include transportation to health services, assistance with childcare, access to healthy meals, and other relevant services based on need. The benefits are available as long as coverage remains active, unless changed by us. Upon termination of coverage, the benefits are no longer available. All enrollees are eligible for the benefits upon obtaining coverage. The services are optional, and the benefits are made available at no additional cost to the enrollees. The benefits and services available at any given time are made part of this *contract* by this reference and are subject to change by us through an update to information available on our website or by contacting us. *Social determinants of health* benefits and services may be offered to enrollees through the "My Health Pays" wellness program and through local health *plan* websites. Enrollees may receive notifications about available benefits and services through emails from local health *plans* and through the "My Health Pays" notification system. To inquire about these benefits and services or other benefits available, you may visit our website at *Ambetter.SunshineHealth.com* or by contacting Member Services at 1-877-687-1196 (Relay FL 1-800-955-8770).

### **Transplant Services**

*Covered services* for transplant service expenses:

Transplants are a covered benefit when a *member* is accepted as a transplant candidate and *pre-authorized* in accordance with this *contract*. *Prior authorization* must be obtained through the "Center of Excellence" before an evaluation for a transplant. We may require additional information such as testing and/or treatment before determining medical necessity for the transplant benefit. *Authorization* must be obtained prior to performing any related services to the transplant *surgery*. Transplant services must meet medical criteria as set by Medical Management *policy*.

Cost share benefit coverage related to transplant services is available to both the recipient and donor of a covered transplant as follows:

1. If both the donor and recipient have coverage provided by the same insurer each will have their benefits paid by their own coverage program.
2. If you are the recipient of the transplant and the donor for the transplant has no coverage from any other source, the benefits under this *contract* will be provided for both you and the donor. In this case, payments made for the donor will be charged against the enrollee's benefits.
3. If you are the donor for the transplant and no coverage is available to you from any other source, the benefits under this *contract* will be provided for you. However, no benefits will be provided for the recipient.
4. If there is a lapse in coverage due to non-payment of premium, no services related to transplants will be paid as a covered benefit.

If we determine that a *member* and donor are an appropriate candidate for *medically necessary* transplant, live donation, *covered service expenses* will be provided for:

1. Pre-transplant evaluation;
2. Pre-transplant harvesting of the organ from the donor;
3. Left Ventricular Artificial Devices (LVAD) (only when used as a bridge to a heart transplant);
4. Outpatient *covered services* related to the transplant *surgery*, pre-transplant laboratory testing and treatment; such as high dose chemotherapy, peripheral stem cell collection and other immunosuppressive drug therapy, etc.;
5. Pre-transplant stabilization, meaning an *inpatient* stay to *medically stabilization* to prepare for a later transplant, whether or not the transplant occurs;
6. The transplant itself including the acquisition cost for the organ or bone marrow when *authorized* through the *Center of Excellence* and services are performed at a participating facility;
7. Post-transplant follow-up visits and treatments
8. Transplant benefit expenses include services related to donor search and acceptability testing of potential live donors;
9. All costs incurred and medical expenses by the donor shall be paid under the transplant recipient *policy*, this excludes travel, lodging, food, mileage. Please see transplant travel expense *policy* for outlined details on reimbursement limitations ([www.Ambetter.sunshinehealth.com](http://www.Ambetter.sunshinehealth.com)).

These medical expenses are covered to the extent that the benefits remain and are available under the *member's contract*, after benefits for the *member's* own expenses have been paid. In the event of such coverage, the otherwise existing coverage of a live donor shall be secondary to benefits under the *member's contract*.

Ancillary "Center Of Excellence" Service Benefits:

A *member* may obtain services in connection with a *physician*. However, if a transplant is performed in a *Center of Excellence*:

1. We will pay for the following services when the enrollee is required to travel more than 75 miles from the *residence* to the *Center of Excellence*:
2. We will pay a maximum of \$10,000 per transplant service for the following services:
  - a. Transportation for the *member*, any live donor, and the *immediate family* to accompany the *member* to and from the *Center of Excellence*, in the United States.
  - b. When member and/or donor is utilizing their personal transportation vehicle; a mileage log is required for reimbursement.
  - c. Maximum reimbursement for mileage is limited to travel to and from the *member's* home to the transplant facility, and to and from the donor's home to the transplant facility, and will be reimbursed at the current IRS mileage standard for miles driven for medical purposes.
  - d. Lodging at or near the *Center of Excellence* for any live donor and the *immediate family* accompanying the *member* while the *member* is confined in the *Center of Excellence* in the United States. We will reimburse *members* for the proof of costs directly related for transportation and lodging and any of the following approved items listed in the *member transplant reimbursement guidelines*. However, *you* must make the arrangements and provide the necessary paid receipts for reimbursement within 6 months of the date of service in order to be reimbursed.
  - e. Incurred costs related to a certified/registered service animal for the transplant enrollee and/or donor.
  - f. Please refer to the *member* resources page for *member* reimbursement transplant travel forms and information at [www.Ambetter.sunshinehealth.com](http://www.Ambetter.sunshinehealth.com).

#### Bone Marrow Transplant Services:

Bone marrow transplant services are subject to the coverage terms related to transplant services above. In addition, we will not exclude coverage for bone marrow transplant procedures recommended by the referring *physician* and the treating *physician* under this *contract's* exclusion for *experimental or investigational treatment(s)* or *unproven services* if the procedure is identified in Section 59B-12.001 of the Florida Administrative Code.

Costs associated with the bone marrow donor are covered to the same extent and limitations as costs associated with the insured, except the reasonable costs of searching for the donor may be limited to *immediate family members* and the National Bone Marrow Donor Program.

#### Non-Covered Services and Exclusions:

No benefits will be provided or paid under these Transplant Expense Benefits:

1. For a prophylactic bone marrow harvest or peripheral blood stem cell collection when no *medically necessary* transplant occurs.
2. For animal to human transplants.
3. For procurement or transportation of the organ or tissue, unless expressly provided for in this provision through the *Center of Excellence*.
4. To keep a donor alive for the transplant operation, except when *authorized* through the *Center of Excellence*.
5. For a live donor where the live donor is receiving a transplanted organ to replace the donated organ.
6. Related to transplants *unauthorized* through the *Center of Excellence* and is not included under this provision as a transplant.
7. For a transplant under study in an ongoing phase I or II clinical trial as set forth in the United States Food and Drug Administration ("USFDA") regulation, regardless of whether the trial is subject to USFDA oversight.
8. The acquisition cost for the organ or bone marrow when provided at an *unauthorized* facility or not obtained through the *Center of Excellence*.
9. For any transplant services and/or travel related expenses for *member* and donor when performed outside of the United States.
10. The following ancillary items listed below will not be subject to the *member* reimbursement under this *contract*:
  - a. Alcohol/*tobacco*
  - b. Car Rental (unless pre-approved by Case Management)
  - c. Vehicle Maintenance for motorized and hybrid, and electric car (includes: any repairs/parts, labor, general maintenance, towing, roadside assistance, etc.)
  - d. Parking, such as but not limited to hotel, valet or any offsite parking other than *hospital*.
  - e. Storage rental units, temporary housing incurring rent/mortgage payments.
  - f. Utilities, such as gas, water, electric, housekeeping services, lawn maintenance, etc.
  - g. Speeding tickets
  - h. Entertainment (e.g., movies, visits to museums, additional mileage for sightseeing, etc.)
  - i. For any services related to pet care, boarding, lodging, food, and/or travel expenses; other than those related to certified/registered service animal(s).
  - j. Expenses for persons other than the patient and his/her covered companion
  - k. Expenses for lodging when *member* is staying with a relative
  - l. Any expense not supported by a receipt
  - m. Upgrades to first class travel (air, bus, and train)
  - n. Personal care items (e.g., shampoo, deodorant, clothes)

- o. Luggage or travel related items including passport/passport card, REAL ID travel ids, travel insurance, TSA pre-check, and early check-in boarding fees, extra baggage fees.
- p. Souvenirs (e.g., t-shirts, sweatshirts, toys)
- q. Telephone calls/mobile bills, replacement parts, or cellular purchases of any type.
- r. All other items not described in the *policy* as eligible expenses
- s. Any fuel costs / charging station fees for electric cars.

### **Organ Transplant Medication Notification**

At least 60 days prior to making any formulary change that alters the terms of coverage for a patient receiving *immunosuppressant drugs* or discontinues coverage for a prescribed immunosuppressant drug that a patient is receiving, *we* must, to the extent possible, notify the prescribing *physician* and the patient, or the parent or guardian if the patient is a child, or the *spouse* of a patient who is *authorized* to consent to the treatment of the patient. The notification will be in writing and will disclose the formulary change, indicate that the prescribing *physician* may initiate an *appeal*, and include information regarding the procedure for the prescribing *physician* to initiate the *contract's appeal* process.

As an alternative to providing written notice, *we* may provide the notice electronically if, and only if, the patient affirmatively elects to receive such notice electronically. The notification shall disclose the formulary change, indicate that the prescribing *physician* may initiate an *appeal*, and include information regarding the procedure for the prescribing *physician* to initiate the *contract's appeal* process.

At the time a patient requests a refill of the immunosuppressant drug, *we* may provide the patient with the written notification required above along with a 60-day supply of the immunosuppressant drug under the same terms as previously allowed.

### **Urgent Care Services**

Urgent Care services include *medically necessary* services by *in-network providers* and services provided at an *Urgent Care Center* including facility costs and supplies. Care that is needed after a *primary care provider's* normal business hours is also considered to be Urgent Care. *Your zero cost sharing* Preventive Care Benefits may not be used at an *Urgent Care Center*.

*Members* are encouraged to contact their *primary care provider* for an appointment before seeking care from another provider, but *network urgent care centers* and walk in clinics can be used when an urgent appointment is not available. If the *primary care provider* is not available and the condition persists, call the 24/7 Nurse Advice Line, at 1-855-604-1303. The 24/7 Nurse Advice Line is available twenty-four (24) hours a day, seven (7) days a week. A registered nurse can help *you* decide the kind of care most appropriate for *your* specific need.

### **Wellness and Other Program Benefits**

Benefits may be available to enrollees for participating in certain programs that *we* may make available in connection with this *contract*. Such programs may include wellness programs, disease or *care management* programs, and other programs as found under the Health Management Programs Offered provision. These programs may include a reward or an incentive, which *you* may earn by completing different activities.

If *you* have a medical condition that may prohibit *you* from participating in these programs, *we* may require *you* to provide verification, such as an affirming statement from *your physician*, that *your* medical condition makes it unreasonably difficult or inadvisable to participate in the wellness or health improvement program, in order for *you* to receive the reward or incentive.

*You* may obtain information regarding the particular programs available at any given time by visiting *our* website at *Ambetter.SunshineHealth.com* or by contacting *Member Services* by telephone at 1-877-687-1169 (Relay FL/TTY 1-800-955-8770). The benefits are available as long as coverage remains active,

unless changed by *us* as described in the programs' terms and conditions. Upon termination of coverage, program benefits are no longer available. All enrollees are automatically eligible for program benefits upon obtaining coverage. The programs are optional, and the benefits are made available at no additional cost to the enrollees. The programs and benefits available at any given time are made part of this *contract* by this reference and are subject to change by *us* through updates available on *our* website or by contacting us.

### **Care Management Programs**

*We* understand special health needs and are prepared to help *you* manage any that *you* may have. *Our Care Management* services can help with complex medical or *behavioral health* needs. If *you* qualify for *Care Management*, *we* will partner *you* with a care manager. Care managers are registered nurses or social workers that are specially trained to help *you*:

- Better understand and manage *your* health conditions
- Coordinate services
- Locate community resources

*Your* care manager will work with *you* and *your* doctor to help *you* get the care *you* need. If *you* have a severe medical condition, *your* care manager will work with *you*, *your primary care provider (PCP)* and other *providers* to develop a care *plan* that meets *your* needs and *your* caregiver's needs.

If *you* think *you* could benefit from *our Care Management* program, please call *Member Services* at 1-877-687-1169 (Relay FL 1-800-955-8770).

# PRIOR AUTHORIZATION

Ambetter reviews services to ensure the care *you* receive is the best way to help improve *your* health condition. *Utilization review* includes:

1. Pre-service or *prior authorization* review – occurs when a medical service has been pre-approved by Ambetter
2. Concurrent review – occurs when a medical service is reviewed as they happen (e.g., *inpatient* stay or *hospital* admission)
3. Retrospective review – occurs after a service has already been provided.

## Prior Authorization Required

Some medical and *behavioral health covered expenses* require *prior authorization*. *Network providers* must obtain *authorization* from us prior to providing a service or supply to a *covered person*. However, there are some *network eligible expenses* for which *you* must obtain the *prior authorization*.

For services or supplies that require *prior authorization*, as shown on the *Schedule of Benefits*, *you* must obtain *authorization* from us before *you* or *your dependent member*:

1. Receives a service or supply from a *non-network provider*;
2. Are admitted into a *network facility* by a *non-network provider*; or
3. Receive a service or supply from a *network provider* to which *you* or *your dependent member* were referred by a *non-network provider*.

*Prior Authorization* (medical and *behavioral health*) requests must be received by telephone, e-fax or provider portal as follows:

1. At least 5 days prior to an elective admission as an *inpatient* in a *hospital*, extended care or *rehabilitation facility*, or *hospice facility*.
2. At least 30 days prior to the initial evaluation for organ transplant services.
3. At least 30 days prior to receiving clinical trial services.
4. Within 24 hours of any *inpatient* admission, including emergent *inpatient* admissions.
5. At least 5 days prior to the start of *home health care* except those *members* needing *home health care* after *hospital discharge*.

After *prior authorization* has been requested and all required or applicable documentation has been submitted, we will notify *you* and *your provider* if the request has been approved as follows:

1. For immediate request situations, within 1 business day, when the lack of treatment may result in an emergency room visit or emergency admission.
2. For urgent concurrent reviews, within 24 hours of receipt of the request.
3. For urgent pre-service reviews, within 72 hours from date of receipt of request.
4. For non-urgent pre-service reviews, within 5 days but no longer than 15 days of receipt of the request.
5. For post-service or retrospective reviews, within 30 calendar days of receipt of the request.

## How to Obtain Prior Authorization

To obtain *prior authorization* or to confirm that a *network provider* has obtained *prior authorization*, contact us by telephone at the telephone number listed on *your* health insurance identification card before the service or supply is provided to the *covered person*.

## Failure to Obtain Prior Authorization

Failure to comply with the *prior authorization* requirements will result in benefits being reduced.

*Network providers* cannot bill *you* for services for which they fail to obtain *prior authorization* as required.



In cases of emergency, benefits will not be reduced for failure to comply with *prior authorization* requirements. However, *you* must contact *us* as soon as reasonably possible after the *emergency* occurs.

### **Prior Authorization Does Not Guarantee Benefits**

*Our authorization* does not guarantee either payment of benefits or the amount of benefits. Eligibility for, and payment of, benefits are subject to all terms and conditions of the *contract*.

### **Requests for Predeterminations**

*You* may request a predetermination of coverage. *We* will provide one if circumstances allow *us* to do so. However, *we* are not required to make a predetermination of either coverage or benefits for any particular treatment or medical expense. Any predetermination *we* may make will be reviewed after the medical expense is incurred and a claim is filed. A review that shows one or more of the following may cause *us* to reverse the predetermination:

1. The predetermination was based on incomplete or inaccurate information initially received by *us*;
2. Another party has already paid or is responsible for payment of the medical expense.

*We* will make all benefit determinations after a *loss* in good faith. All benefit determinations are subject to *our* receipt of proper *proof of loss*.

### **Services from Non- Network Providers**

Except for emergency medical services, *we* do not normally cover services received from *non-network providers*. If a situation arises where a *covered service* cannot be obtained from a *network provider* located within a reasonable distance, *we* may provide a *prior authorization* for *you* to obtain the service from a *non-network provider* at no greater cost to *you* than if *you* went to a *network provider*. If *covered services* are not available from a *network provider*, *you* or *your primary care provider* must request *prior authorization* from *us* before *you* receive services from a *non-network provider*. Otherwise, *you* will be responsible for all charges incurred.

Florida law requires that *we* provide *you* with the following disclosure about *your* health benefit *plan* coverage. "WARNING: LIMITED BENEFITS WILL BE PAID WHEN NONPARTICIPATING PROVIDERS ARE USED. *You* should be aware that when *you* elect to utilize the services of a nonparticipating provider for a covered nonemergency service, benefit payments to the provider are not based upon the amount the provider charges. The basis of the payment will be determined according to *your policy's* out-of-*network* reimbursement benefit. Nonparticipating providers may bill insureds for any difference in the amount. **YOU MAY BE REQUIRED TO PAY MORE THAN THE COINSURANCE OR COPAYMENT AMOUNT.** Participating providers have agreed to accept discounted payments for services with no additional billing to *you* other than *coinsurance*, *copayment*, and *deductible amounts*. *You* may obtain further information about the providers who have contracted with *your* insurance *plan* by consulting *your* insurer's website or contacting *your* insurer or agent directly."

### **Hospital Based Providers**

When receiving care at an Ambetter participating *hospital* it is possible that some *hospital*-based providers (for example, anesthesiologists, radiologists, pathologists) may not be under *contract* with Ambetter as participating providers. If appropriate notice is provided to and acknowledged by *you* before rendering services, these providers may bill *you* for the difference between Ambetter's *allowed amount* and the providers billed charge – this is known as "*balance billing*". *We* encourage *you* to inquire about the providers who will be treating *you* before *you* begin *your* treatment, so *you* can understand their participation status with Ambetter. *You* may not be balance billed for non-emergency ancillary services (emergency medicine, anesthesiology, pathology, radiology, and neonatology, as well as diagnostic services (including radiology and laboratory services)) received from a *non-network provider* at a *network hospital* or *network* ambulatory facility.

## PLAN ADMINISTRATION

In consideration of the payment of premiums *we* will provide coverage for the *member* and any *eligible dependents*. In doing so, *we* may enter into agreements with providers of health care and such other individuals and entities as may be necessary to enable *us* to fulfill *our* obligations under this *contract*.

*We* agree to provide coverage without discrimination because of race, color, national origin, disability, sex, gender identity, sexual orientation, religion, or any other basis prohibited by law.

### Commencement of Coverage

Commencing on the *contract effective date* *we* agree to provide the coverage stipulated in this *contract* to the *member* and his/her *dependents*, if any. Such coverage begins on the *member's effective date*, which will be the first of the month after the receipt and approval of the application by *us*, unless this *contract* specifies a date other than the first of the month. *We* accept no liability for benefits related to expenses incurred prior to *your effective date* or after *your* termination date, which will be on the last day of the coverage month, except or as specified in the Terms of Renewal provision.

### Plan Renewal

This *contract* is guaranteed renewable. Guaranteed renewable means that this *contract* will renew each year on the anniversary date unless terminated earlier in accordance with *contract* terms. *You* may keep this *contract* in force by timely payment of the required premiums. *We* may decide not to renew as of the renewal date if: (1) *we* decide not to renew all *contracts* issued on this form, with the same type and level of benefits, to residents of the state where *you* then live; or (2) there is fraud or an intentional material misrepresentation made by or with the knowledge of a *member* in filing a claim for *contract* benefits. Rate changes are effective on a *member's* annual renewal date and will be based on each *member's* attained age, family structure, geographic region, *tobacco* usage and benefit *plan* at the time of renewal. *We* will notify the *member* in writing at least forty-five (45) days prior to the renewal date of any change in premium rates.

For *members* who have elected the electronic funds transfer option of payment, should premiums change at renewal, *we* will continue to draft the new monthly premium.

### Term of Renewal

*We* guarantee the *member* the right to renew the *contract* each year, at the *member's* option. However, *we* may refuse to renew this *contract*, and all coverage provided under this *contract*, if one of the following circumstances has occurred:

1. Failure to timely pay premium in accordance with the terms of the *contract*;
2. *We* cease offering this *contract* to all *members*;
3. The *member* has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of this *contract*;
4. The *member* no longer lives in *our* geographic *service area*;
5. *We* elect to discontinue all individual health coverage in the State of Florida; and
6. *We* elect to discontinue offering individual health coverage through the Health Insurance Marketplace.

With the exception of non-payment of premium or *loss* of eligibility, if *we* decide to terminate or non-renew this *contract* for any of the reasons set forth in this *contract*, *we* will give the *member* at least forty-five (45) days advance written notice prior to renewal. If *we* discontinue offering all individual coverage in Florida, *we* will give all *members* and the Office of Insurance Regulation 180 day's written notice prior to the *contract* non-renewal date.

### **Termination of This Contract by the Member**

The *member* may terminate this *contract* at any time with appropriate notice to *us*. Coverage will terminate on the date that *we* receive a request from *you* to terminate this *contract*, or any later date stated in *your* request. No benefits will be provided as of the *effective date* of termination of this *contract* for whatever reason.

Should the *member* or any covered dependents terminate coverage because of eligibility for Medicaid, Children's Health Insurance Program (CHIP) or a Basic Health *Plan*, the termination *effective date* will be the day before the *effective date* of the new coverage.

### **Discontinuance of a Benefit Plan**

*We* may discontinue offering a particular benefit *plan* to all *members* if:

1. *We* provide at least one hundred and eighty(180) day notice to each *member* prior to the *contract* renewal date;
2. *We* offer each *member* the option to purchase any other coverage offered in the individual Health Maintenance Organization (HMO) market; and
3. *We* act uniformly without regard to any health status-related factor of each *member*.

### **Discontinuance of All Coverage in the Individual Market**

*We* may discontinue offering all coverage in Florida if:

1. *We* provide notice to the Office of Insurance Regulation and each *member* and enrollee 180 days prior to renewal; and
2. All health coverage issued or delivered for issuance in Florida is discontinued and coverage under such health coverage is not renewed.

### **Termination of this Plan by Us**

Except for nonpayment of premium or termination of eligibility, *we* may not cancel or terminate or non-renew this *contract* without giving the *member* at least forty-five (45) days written notice. The written notice will state the reason or reasons for the cancellation, termination or non-renewal.

*We* may terminate this *contract* as of any premium due date if the *member* has not paid the required premium by the end of the Grace Period, as defined in the Grace Period provision. The *member* is liable to *us* for any unpaid premium for the time the *Plan* was in force.

Upon termination of coverage, *we* will have no further liability for the payment of any *covered services* provided after the date of the *member's* termination.

### **Plan Termination Due to Non-Payment of Premium**

If the required monthly premium is not received by the end of the thirty (30) day grace period, *we* will terminate this *contract*, without prior notification, retroactive to the last date for which premium was received, subject to the Grace Period provision. Termination will be effective as of midnight of the date that the premium was due provided *we* mail written notice of termination to the *member* prior to forty-five (45) days after the date the premium was due.

### **Termination of Coverage**

*We* may terminate coverage for any of the following reasons:

1. Nonpayment of premiums provided that the grace period has elapsed.
2. Coverage is rescinded.
3. The date *we* receive a request from *you* to terminate this *contract*, or any later date stated in *your* request.

4. The date *we* decline to renew this *contract*, as stated in the Discontinuance provision.
5. The date of *your* death.
6. The date a *member's* eligibility for coverage under this *contract* ceases due to any of the reasons stated in the Ongoing Eligibility section in this *contract*.
7. The date a *covered person's* eligibility for insurance under this *policy* ceases due to losing *network* access as the result of a permanent move.

### **Terms of Renewal**

*We* guarantee the *member* the right to renew the *contract* each year, at the *member's* option. However, *we* may refuse to renew this *contract*, and all coverage provided under this *contract*, if one of the following circumstances has occurred:

1. The *member* fails to timely pay premium in accordance with the terms of the *contract*;
2. *We* cease offering this *contract* to all *members*;
3. The *member* has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of this *contract*;
4. The *member* no longer lives or works in *our* geographic service area; and
5. *We* elect to discontinue all individual health coverage in the State of Florida.

With the exception of non-payment of premium or *loss* of eligibility, if *we* decide to terminate or non-renew this *contract* for any of the reasons set forth in this *contract*, *we* will give the *member* at least forty-five (45) days advance written notice.

### **Reinstatement**

If the renewal premium is not paid before the grace period ends, the *policy* will lapse. Later acceptance of the premium by *us*, or by an agent *authorized* to accept payment without requiring an application for reinstatement, will reinstate this *policy*. If *we* or *our* agent require an application, *you* will be given a conditional receipt for the premium. If the application is approved, the *policy* will be reinstated as of the approval date. Lacking such approval, the *policy* will be reinstated on the 45th day after the date of the conditional receipt unless *we* have previously written *you* of its disapproval. The reinstated *policy* will cover only *loss* that results from an *injury* sustained after the date of reinstatement or sickness that starts more than 10 days after such date. In all other respects, *your* right and *ours* will remain the same, subject to any provisions noted on or attached to the reinstated *policy*. Any premiums *we* accept for a reinstatement will be applied to a period for which premiums have not been paid. No premiums will be applied to any period more than 60 days before the reinstatement date.

### **Discontinuance**

180-Day Notice: If *we* discontinue offering and refuse to renew all *contracts* issued on this form, with the same type and level of benefits, for all residents of the state where *you* reside, *we* will provide a written notice to *you* and all *enrollees* at least 180 days prior to the date that *we* discontinue coverage. *You* will be offered an option to purchase any other coverage in the individual market *we* offer in *your* state at the time of discontinuance of this *contract*. This option to purchase other coverage will be on a guaranteed issue basis without regard to health status.

180-Day Notice: If *we* discontinue offering and refuse to renew all individual *contracts* in the individual market in the state where *you* reside, *we* will provide a written notice to *you*, all *enrollees*, and the Commissioner of Insurance at least 180 days prior to the date that *we* stop offering and terminate all existing individual *contracts* in the individual market in the state where *you* reside.

**Notification Requirements**

It is the responsibility of *you* or *your former dependent member* to notify *us* within 31 days of *your* legal divorce or *your dependent member's* marriage.

**Continuation**

If a *member's* eligibility under this *Policy* would terminate due

- to the Policyholder's death,
- divorce or
- if other Family *Member(s)* would become ineligible due to age or
- no longer qualify as dependents for coverage under this *Policy*;
- if an Insured person's eligibility for coverage under this *Policy* terminates prior to that Insured being eligible
- for Medicare or Medicaid benefits;
- except for the Policyholder's failure to pay Premium,

that *Member* has the right to continuation of his or her insurance. Coverage will be continued if the Family *Member* exercising the continuation right notifies Ambetter and pays the appropriate monthly Premium within 31 days following the date this *Policy* would otherwise terminate. No evidence of insurability is required to continue coverage.

## GENERAL NON-COVERED SERVICES AND EXCLUSIONS

No benefits will be paid for:

1. Any service or supply that would be provided without cost to *you* or *your* covered *dependent* in the absence of insurance covering the charge;
2. Expenses, fees, taxes or surcharges imposed on *you* or *your* covered *dependent* by a provider, including a *hospital*, but that are actually the responsibility of the provider to pay;
3. Any services performed for a *member* by a *covered person's immediate family*; and
4. Any services not identified and included as *covered expenses* under the *policy*. *You* will be fully responsible for payment for any services that are not *covered expenses*.
5. For any non-*medically necessary* court ordered care for a medical/surgical or mental health/*substance use disorder* diagnosis, unless required by state law;
6. Any services where other coverage is primary must be first paid by the primary payor prior to consideration for coverage under this *contract*.

Even if not specifically excluded by this *policy*, no benefit will be paid for a service or supply unless it is:

1. Administered or ordered by a *physician, physician designated or physician extender*; and
2. *Medically necessary* to the diagnosis or treatment of an *injury or illness*, or covered under the Preventive Care Expense Benefits provision.

*Covered expenses* will not include, and no benefits will be paid for any charges that are incurred:

1. For services or supplies that are provided prior to the *effective date* or after the termination date of this *contract*, except as expressly provided for under the *Plan Administration* clause in this *contract*.
2. For any portion of the charges that are in excess of the *eligible expense*;
3. For weight modification, or for surgical treatment of obesity including complications resulting from weight modification or surgical treatment and wiring of the teeth and all forms of intestinal bypass *surgery*;
4. For cosmetic breast reduction or augmentation except post-mastectomy for breast cancer and the *medically necessary* treatment of gender dysphoria;
5. For reversal of sterilization and vasectomies;
6. For abortion unless the life of the mother would be endangered if the fetus were carried to term.
7. For expenses for television, telephone, or expenses for other persons;
8. For marriage, family, or child counseling for the treatment of premarital, marriage, family, or child relationship dysfunctions;
9. For telephone consultations, except those meeting the definition of *telehealth services*, or for failure to keep a scheduled appointment;
10. For stand-by availability of a *medical practitioner* when no treatment is rendered;
11. For *dental expenses*, including braces for any medical or dental condition, *surgery* and treatment for oral *surgery*, except as expressly provided for under the Medical and Surgical Expense Benefits provisions;
12. For *cosmetic treatment*, except for *reconstructive surgery* that is incidental to or follows *surgery* or an *injury* that was covered under the *policy* or is performed to correct a functional defect or birth defect in a child who has been a *covered person* from its birth until the date *surgery* is performed;
13. Mental Health Services are excluded: (a) for evaluations for any purpose other than mental health treatment. This includes evaluations for: child custody; disability; or fitness for duty/return to work, unless a *plan* provider determines such evaluation to be *medically necessary*; (b) when ordered by the court, to be used in a court proceeding, or as a condition of a parole or probation,

unless a *plan* provider determines such services to be *medically necessary*; (c) Court ordered care or testing or required as a condition of parole or probation. Benefits will be allowed for services that are *medically necessary* and would otherwise be covered under this *policy*; (d) services which are custodial or residential in nature; (e) habilitative services that are solely educational in nature or otherwise paid under state or federal law for purely educational services.

14. For charges related to, or in preparation for, tissue or organ transplants, except as expressly provided for under the Transplant Expense Benefits;
15. For eye refractive *surgery*, when the primary purpose is to correct nearsightedness, farsightedness, or astigmatism;
16. While confined primarily to receive *rehabilitation, custodial care*, educational care, or nursing services unless expressly provided for by the *policy*;
17. For vocational or recreational therapy, vocational *rehabilitation*, outpatient speech therapy, or occupational therapy, except as expressly provided for in this *policy*;
18. For alternative or complementary medicine using non-orthodox therapeutic practices that do not follow conventional medicine;
19. For eyeglasses, contact lenses, hearing aids, including bone anchored hearing aids, cochlear implants, eye refraction, visual therapy, or for any examination or fitting related to these devices, except as expressly provided in this *contract*.
20. For *experimental or investigational treatment(s) or unproven services*. The fact that an *experimental or investigational treatment or unproven service* is the only available treatment for a particular condition will not result in benefits if the procedure is considered to be an *experimental or investigational treatment or unproven service* for the treatment of that particular condition;
21. For treatment received outside the United States, except for a medical *emergency* while traveling for up to a maximum of 90 consecutive days;
22. As a result of an *injury or illness* arising out of, or in the course of, employment for wage or profit, if the *covered person* is insured, or is required to be insured, by workers' compensation insurance pursuant to applicable state or federal law. If *you* enter into a settlement that waives a *covered person's* right to recover future medical benefits under a workers' compensation law or insurance *plan*, this exclusion will still apply. In the event that the workers' compensation insurance carrier denies coverage for a *covered person's* workers' compensation claim, this exclusion will still apply unless that denial is appealed to the proper governmental agency and the denial is upheld by that agency;
23. For fetal reduction *surgery*;
24. Except as specifically identified as a *covered expense* under the *policy*, expenses for alternative treatments, including acupressure, acupuncture, aroma therapy, hypnotism, massage therapy, rolfing, and other forms of alternative treatment as defined by the Office of Alternative Medicine of the National Institutes of Health;
25. As a result of any *injury* sustained during or due to participating, instructing, demonstrating, guiding, or accompanying others in any of the following: professional or semi-professional sports; intercollegiate sports not including intramural sports; racing or speed testing any motorized vehicle or conveyance; racing or speed testing any non-motorized vehicle or conveyance, if the *covered person* is paid to participate or to instruct; rodeo sports; horseback riding, if the *covered person* is paid to participate or to instruct; rock or mountain climbing, if the *covered person* is paid to participate or to instruct; or skiing, if the *covered person* is paid to participate or to instruct;
26. As a result of any *injury* sustained while operating, riding in, or descending from any type of aircraft if the *covered person* is a pilot, officer, or *member* of the crew of such aircraft or is giving or receiving any kind of training or instructions or otherwise has any duties that require him or her to be aboard the aircraft;
27. For *prescription drugs* for any *covered person* who enrolls in Medicare Part D as of the date of his or her enrollment in Medicare Part D. *Prescription drug* coverage may not be reinstated at a later date; and

28. For the following miscellaneous items (except where required by federal or state law): in vitro fertilization, artificial insemination, biofeedback; care or complications resulting from non-covered services; chelating agents; domiciliary care; food and food supplements, except for what is indicated in the Medical Foods section; routine foot care, foot orthotics or corrective shoes; health club memberships, unless otherwise covered; home test kits; care or services provided to a non-enrollee biological parent; nutrition or dietary supplements; pre-marital lab work; processing fees; private duty nursing; *rehabilitation services* for the enhancement of job, athletic or recreational performance; routine or elective care outside the service area; sclerotherapy for varicose veins; treatment of spider veins; transportation expenses, unless specifically described in this *contract*.
29. For *illness* or *injury* caused by the acts or omissions of a *third party*, we will not cover a *loss* to the extent that it is paid as part of a settlement or judgment by any *third party*.
30. For diagnostic testing, laboratory procedures, screenings or examinations performed for the purpose of obtaining, maintaining or monitoring employment.
31. For penile prosthetic *surgery* or for complications resulting from a penile implant.
32. For any claim submitted by non-lock-in pharmacy while *member* is in lock-in status. To facilitate appropriate benefit use and prevent opioid overutilization, member's participation in lock-in status will be determined by review of pharmacy claims.
33. *Surrogacy Arrangement*. Health care services, including supplies and medication, to a *surrogate*, including a *member* acting as a *surrogate* or utilizing the services of a *surrogate* who may or may not be a *Member*, and any child born as a result of a *Surrogacy Arrangement*. This exclusion applies to all health care services, supplies and medication to a *surrogate* including, but not limited to:
  - i. Prenatal care;
  - ii. Intrapartum care (or care provided during delivery and childbirth);
  - iii. Postpartum care (or care for the *surrogate* following childbirth);
  - iv. Mental Health Services related to the *Surrogacy Arrangement*;
  - v. Expenses relating to donor semen, including collection and preparation for implantation;
  - vi. Donor gamete or embryos or storage of same relating to a *Surrogacy Arrangement*;
  - vii. Use of frozen gamete or embryos to achieve future conception in a *Surrogacy Arrangement*;
  - viii. Preimplantation genetic diagnosis relating to a *Surrogacy Arrangement*;
  - ix. Any complications of the child or *surrogate* resulting from the *pregnancy*; or
  - x. Any other health care services, supplies and medication relating to a *Surrogacy Arrangement*.
34. Any and all health care services, supplies or medication provided to any child birthed by a *surrogate* as a result of a *Surrogacy Arrangement* are also excluded, except where the child is the adoptive child of insureds possessing an active policy with *us* and/ or the child possesses an active *policy* with *us* at the time of birth.
35. For any medicinal and recreational use of cannabis or marijuana.
36. For any product that reasonably could be expected to be non-self-administered or for products that should be administered in a medical facility.
37. Vehicle installations or modifications which may include, but are not limited to: adapted seat devices, door handle replacements, lifting devices, roof extensions and wheelchair securing devices.
38. For all health care services obtained at an Urgent Care Facility that is a *Non-network Provider*.
39. Immunizations that are not *medically necessary* or medically indicated. This includes those used for travel and occupational.
40. For expenses, services, and treatments from a massage therapist to touch and manipulate the muscles and other soft tissues of the body.
41. For expenses, services, and treatments from a Naprapathic *specialists* for conditions caused by contracted, injured, spasmed, bruised, and/or otherwise affected myofascial or connective tissue.



42. For expenses, services, and treatments from a Naturopathic *specialists* for treatment of prevention, self-healing and use of natural therapies.
43. For expenses, services, and treatments related to private duty nursing in an *inpatient*, outpatient or home location.
44. For treatment of malocclusions disorders of the temporomandibular joint, or craniomandibular disorders, except as described in *covered service expenses* of the Medical and Surgical Expense Benefits provisions.
45. Complications resulting from surgeries that arise from a non-covered procedure including those occurring prior to enrollment.
46. While confined primarily in a long term nursing facility, assisted living facility, or *custodial care/domiciliary care* facility.

## SUBROGATION AND RIGHT OF REIMBURSEMENT

As used herein, the term “*third party*” means any party that is, or may be, or is claimed to be responsible for *injuries* or *illness* to a *member*. Such *injuries* or *illness* are referred to as “*third party injuries*.”

“Responsible party” includes any parties actually, possibly or potentially responsible for payment of expenses associated with the care or treatment of *third party injuries*.

Celtic Insurance Company retains the right to repayment of the full cost of all benefits provided by this *plan* on behalf of the *member* that are associated with the *third party injuries*. Celtic Insurance Company’s rights of recovery apply to any recoveries made by or on behalf of the *member* from any sources, including but not limited to:

- Payments made by a *third party* or any insurance company on behalf of the *third party*;
- Any payments or awards under an uninsured or underinsured motorist coverage *policy*;
- Any Workers’ Compensation or disability award or settlement;
- Medical payments coverage under any automobile *policy*, premises or homeowners medical payments coverage or premises or homeowners insurance coverage; and
- Any other payments from a source intended to compensate a *member* for *third party injuries*.

By accepting benefits under this *plan*, the *member* specifically acknowledges Celtic Insurance Company’s right of subrogation. When this *plan* provides health care benefits for expenses incurred due to *third party injuries*, Celtic Insurance Company shall be subrogated to the *member’s* rights of recovery against any party to the extent of the full cost of all benefits provided by this *plan*. Celtic Insurance Company may proceed against any party with or without the *member’s* consent.

By accepting benefits under this *plan*, the *member* also specifically acknowledges Celtic Insurance Company’s right of reimbursement. This right of reimbursement attaches when this *plan* has provided health care benefits for expenses incurred due to *third party injuries* and the *member* or the *member’s* representative has recovered any amounts from any source. Celtic Insurance Company’s right of reimbursement is cumulative with and not exclusive of Celtic Insurance Company’s subrogation right and Celtic Insurance Company may choose to exercise either or both rights of recovery.

As a condition for *our* payment, the *covered person* or anyone acting on his or her behalf including, but not limited to, the guardian, legal representatives, estate, or heirs agrees:

1. To fully cooperate with *us* in order to obtain information about the *loss* and its cause;
2. To immediately inform *us* in writing of any claim made or lawsuit filed on behalf of a *covered person* in connection with the *loss*;
3. To include the amount of benefits paid by *us* on behalf of a *covered person* in any claim made against any *third party*;
4. To give Celtic Insurance Company a first-priority lien on any recovery, settlement or judgment or other sources of compensation which may be had from any party to the extent of the full cost of all benefits associated with *third party injuries* provided by this *plan* (regardless of whether specifically set forth in the recovery, settlement, judgment or compensation agreement);
5. To pay, as the first priority, from any recovery, settlement, judgment, or other source of compensation, any and all amounts due Celtic Insurance Company as reimbursement for the full cost of all benefits associated with *third party injuries* provided by this *plan* (regardless of whether specifically set forth in the recovery, settlement, judgment, or compensation agreement, and regardless of whether such payment will result in a recovery to the *member* which is insufficient to make the *member* whole or to compensate the *member* in part or in whole for the damages sustained);
6. That *we*:
  - a. Will have a lien on all money received by a *covered person* in connection with the *loss* equal to the amount *we* have paid;
  - b. May give notice of that lien to any *third party* or *third party’s* agent or representative;
  - c. Will have the right to intervene in any suit or legal action to protect *our* rights;

- d. Are subrogated to all of the rights of the *covered person* against any *third party* to the extent of the benefits paid on the *covered person's* behalf; and
- e. May assert that subrogation right independently of the *covered person*;
- 7. To take no action that prejudices *our* reimbursement and subrogation rights;
- 8. To sign, date, and deliver to *us* any documents *we* request that protect *our* reimbursement and subrogation rights;
- 9. To not settle any claim or lawsuit against a *third party* without providing *us* with written notice of the intent to do so;
- 10. To reimburse *us* from any money received from any *third party*, to the extent of benefits *we* paid for the *illness* or *injury*, whether obtained by settlement, judgment, or otherwise, and whether or not the *third party's* payment is expressly designated as a payment for medical expenses; and
- 11. That *we* may reduce other benefits under the *policy* by the amounts a *covered person* has agreed to reimburse *us*.

*We* have a right to be reimbursed in full regardless of whether or not the *covered person* is fully compensated by any recovery received from any *third party* by settlement, judgment, or otherwise.

*We* will not pay attorney fees or costs associated with the *member's* claim or lawsuit. In the event *you* or *your* representative fail to cooperate with Celtic, *you* shall be responsible for all benefits paid by this *plan* in addition to costs and attorney's fees incurred by Celtic in obtaining repayment.

If a dispute arises as to the amount a *covered person* must reimburse *us*, the *covered person* or the guardian, legal representatives, estate, or heirs of the *covered person* agrees to place sufficient funds in an escrow or trust account to satisfy the maximum lien amount asserted by *us* until the dispute is resolved.

# CLAIMS

## Notice of Claim

When a *non-participating provider* renders services, notice of a claim for benefits must be given to *us*. The notice must be in writing, should include the name of the insured and *member* identification number, and any claim will be based on that written notice. The notice must be received by *us* within 20 days after the date of the *injury* or the first treatment date for the sickness on which the claim is based and may be given to *us* or *your* agent. If this required notice is not given in time, the claim may be reduced or invalidated. If it can be shown that it was not reasonably possible to submit the notice within the 20 day period and that notice was given as soon as possible, the claim will not be reduced or invalidated.

## Proof of Loss

*We* must receive written *proof of loss* within 90 days of the *loss* or as soon as is reasonably possible. *Proof of loss* furnished more than one year late will not be accepted, unless *you* or *your* covered *dependent* had no legal capacity to submit such proof during that year.

## How to Submit a Claim

*Providers* will typically submit claims on *your* behalf, but sometimes *you* may need to submit claims *yourself* for *covered services*. This usually happens if:

1. *Your provider* is not contracted with *us*
2. *You* have an out-of-area emergency.

If *you* have paid for services *we* agreed to cover, *you* can request reimbursement for the amount *you* paid. *We* can adjust *your deductible, copayment or cost sharing* to reimburse *you*.

To request reimbursement for a *covered service*, *you* need a copy of the detailed claim from *your provider*. *You* also need to submit an explanation of why *you* paid for the *covered services* along with the *member* reimbursement claim form posted at *Ambetter.SunshineHealth.com* under "For Members, "Forms and Materials" and then locate the form under the "Forms" section."Send all the documentation to *us* at the following address:

Ambetter from Sunshine Health  
Attn: Claims Department  
P.O. Box 5010  
Farmington, MO 63640-5010

## Cooperation Provision

Each *covered person*, or other person acting on his or her behalf, must cooperate fully with *us* to assist *us* in determining *our* rights and obligations under the *policy* and, as often as may be reasonably necessary:

1. Sign, date and deliver to *us* *authorizations* to obtain any medical or other information, records or documents *we* deem relevant from any person or entity;
2. Obtain and furnish to *us*, or *our* representatives, any medical or other information, records or documents *we* deem relevant;
3. Answer, under oath or otherwise, any questions *we* deem relevant, which *we* or *our* representatives may ask; and
4. Furnish any other information, aid or assistance that *we* may require, including without limitation, assistance in communicating with any person or entity, including requesting any person or entity to promptly provide to *us*, or *our* representative, any information, records or documents requested by *us*.

If any *covered person*, or other person acting on his or her behalf, fails to provide any of the items or information requested or to take any action requested, the claim(s) will be closed and no further action will be taken by *us* unless and until the item or information requested is received or the requested action is taken, subject to the terms and conditions of the *policy*.

In addition, failure on the part of any *covered person*, or other person acting on his or her behalf, to provide any of the items or information requested or to take any action requested may result in the denial of the claim at issue to the *covered person*.

### **Time for Payment of Claims**

Benefits will be paid as soon as *we* receive proper *proof of loss*. *We* will reimburse all claims or any portion of any claim within 45 days after receipt of the claim. If a claim or a portion of a claim is contested, *you* or *your* assignees shall be notified, in writing, that the claim is contested or denied, within 45 days after *we* receive the claim from *you*. The notice that a claim is contested shall identify the contested portion of the claim and the reasons for contesting the claim. Upon receipt of the additional information requested *you* or *your* assignees, *we* shall pay or deny the contested claim or portion of the contested claim, within 60 days.

"Clean claims" means a claim submitted by *you* or a provider that has no defect, impropriety, or particular circumstance requiring special treatment preventing payment. If *we* have not received the information *we* need to process a claim, *we* will ask for the additional information necessary to complete the claim. *You* will receive a copy of that request for additional information. In those cases, *we* cannot complete the processing of the claim until the additional information requested has been received. *We* will make *our* request for additional information within 30 days of *our* initial receipt of the claim and will complete *our* processing of the claim within 15 days after *our* receipt of all requested information.

*We* shall pay or deny any claim no later than 120 days after receiving the claim. Payment shall be treated as being made on the date a draft or other valid instrument which is equivalent to payment was placed in the United States mail in a properly addressed, postpaid envelope or, if not so posted, on the date of delivery. All overdue payments shall bear simple interest at the rate of 10 percent per year.

Upon *your* written notification, *we* will investigate any claim of improper billing by a *physician, hospital*, or other health care provider. *We* will determine if *you* were properly billed for only those procedures and services that the *covered person* actually received. If *we* determine that *you* have been improperly billed, *we* shall notify *you* and the provider of *our* findings and shall reduce the amount of payment to the provider by the amount determined to be improperly billed. If a reduction is made due to such notification by *us*, *we* shall pay to *you* 20 percent of the amount of the reduction up to \$500.

### **Payment of Claims**

*We* may elect to pay, in *our* discretion, all or any part of the benefits provided by this *contract* for *hospital, surgical, nursing, or medical services*, directly to the *hospital* or other party providing such services to *you*. By reserving the right to pay, in *our* discretion, all or any part of the benefits provided for in this *contract* directly to a *hospital* or other person providing surgical, nursing, or medical services to *you*, *we* are not granting any *hospital* or other person rendering surgical, nursing or medical services any right to demand direct payment or any right to enforce any provision of this *contract*; nor are *we* waiving the Non-Assignment provision of this *contract* set forth below.

Except as set forth in this provision, all benefits are payable to *you*. Any accrued benefits unpaid at *your* death, or *your dependent's* death may, at *our* option, be paid either to the beneficiary or to the estate. If any benefit is payable to *your* or *your dependent's* estate, or to a beneficiary who is a minor or is otherwise not competent to give valid release, *we* may pay up to \$3,000 to any relative who, in *our* opinion, is entitled to it.

### **Foreign Claims Incurred For Emergency Care**

Medical emergency care is a covered benefit while traveling for up to a maximum of 90 consecutive days. If travel extends beyond 90 consecutive days, no benefit coverage is provided for medical emergencies for the entire period of travel including the first 90 days.

Claims incurred outside of the United States for emergency care and treatment of a *member* must be submitted in English or with an English translation, at the *member's* expense, within 180 calendar days from the date of service. Foreign claims must also include the applicable medical records in English or with an English translation, at the *member's* expense to show proper *proof of loss* and evidence of any payment(s) to the provider.

Foreign claims must be submitted with the *Member Reimbursement Medical Claim Form*, along with all requested documents as detailed on the claim form. All forms and *member* resources are available at [Ambetter.mhsindiana.com](http://Ambetter.mhsindiana.com).

The amount of reimbursement will be based on the following:

- *Member's Benefit Plan* and *member* eligibility on date of service
- *Member's Responsibility/Share of Cost* based on date of service.
- Currency Rate at the time of completed transaction, Foreign Country currency to United States currency.

Once the health *plan* has reviewed all the necessary documentation and the emergency claim has been processed, a *member* Explanation of Benefits (EOB) will be mailed. The EOB will identify *member* responsibility according to the *member* benefit *plan* at the time of travel. If services are deemed as a true medical emergency, *member* will be issued reimbursement payment for any eligible incurred costs, minus *member* cost share obligation.

### **Appeal Procedures for Claims**

Refer to the Internal *Grievance*, Internal *Appeals* and External *Appeals* Procedures provisions of this *contract* for information on *your* right to *appeal* the adjudication of a claim.

### **Non-Assignment**

The coverage, rights, privileges and benefits provided for under this *contract* are not assignable by *you* or anyone acting on *your* behalf. Any assignment or purported assignment of coverage, rights, privileges and benefits provided for under this *contract* that *you* may provide or execute in favor of any *hospital, provider*, or any other person or entity shall be null and void and shall not impose any obligation on *us*.

Notwithstanding the foregoing, *you* may specifically authorize, in writing, the payment of benefits that *we* have determined to be due and payable directly to any *hospital, provider*, or other person who provided *you* with any *covered service* and *we* will honor this specific direction and make such payment directly to the designated provider of the *covered service*.

### **No Third Party Beneficiaries**

This *contract* is not intended to, nor does it, create or grant any rights in favor of any *third party*, including but not limited to any *hospital, provider* or *medical practitioner* providing services to *you*, and this *contract* shall not be construed to create any *third party* beneficiary rights.

### **Medicaid Reimbursement**

The amount payable under this *policy* will not be changed or limited for reason of a *covered person* being eligible for coverage under the Medicaid program of the state in which he or she lives.

We will pay the benefits of this *policy* to the state if:

1. A *covered person* is eligible for coverage under his or her state's Medicaid program; and
2. We receive proper *proof of loss* and notice that payment has been made for *covered expenses* under that program.

Our payment to the state will be limited to the amount payable under this *policy* for the *covered expenses* for which reimbursement is due. Payment under this provision will be made in good faith. It will satisfy *our* responsibility to the extent of that payment.

### **Custodial Parent**

This provision applies if the parents of a *covered eligible child* are divorced or legally separated and both the custodial parent and the non-custodial parent are subject to the same court or administrative order establishing custody. The custodial parent, who is not a *covered person*, will have the rights stated below if we receive a copy of the order establishing custody.

Upon request by the custodial parent, we will:

1. Provide the custodial parent with information regarding the terms, conditions, benefits, exclusions and limitations of the *policy*;
2. Accept claim forms and requests for claim payment from the custodial parent; and
3. Make claim payments directly to the custodial parent for claims submitted by the custodial parent. Payment of claims to the custodial parent, which are made under this provision, will fully discharge *our* obligations.

A custodial parent may, with *our* approval, assign claim payments to the *hospital* or *medical practitioner* providing treatment to an *eligible child*.

### **Physical Examination**

We shall have the right and opportunity to examine a *covered person* while a claim is pending or while a dispute over the claim is pending. These examinations are made at *our* expense and as often as we may reasonably require.

### **Legal Actions**

No suit may be brought by *you* on a claim sooner than 60 days after the required *proof of loss* is given. No suit may be brought more than five years after the date *proof of loss* is required.

Prior to initiating any action at law, *you* are encouraged to first complete all the steps in the *complaint/grievance/appeal* procedures made available to resolve disputes in Florida under the *contract*. After completing that *complaint/grievance/appeal* procedures process, if *you* want to bring legal action against *us* on that dispute, *you* must do so within one year of the date we notified *you* of the final decision on *your complaint/grievance/appeal*.

# GRIEVANCE AND COMPLAINT PROCEDURES

Your satisfaction is very important to us. We want to know your issues and concerns so we can improve our services. Reporting these will not affect your healthcare services. The following processes are available to address your concerns:

## Complaints

*Complaints* are the lowest form of a problem. It gives us the opportunity to resolve your problem without it becoming a formal *grievance*. Examples of a *complaint* include but not limited to, when you are unhappy with:

1. Care received from a provider
2. Services received from a provider
3. How long it takes to get an appointment
4. How a *member* was treated
5. Services that is not included as an Ambetter from Sunshine Health benefit
6. How a bill was paid
7. How you were treated by Ambetter from Sunshine Health staff

If you have a *complaint*, you may file your *complaint* in writing or by speaking with our Member Services at 1-877-687-1169 or Relay FL 1-800-955-8770. *Complaints* are generally resolved within 72 hours following the receipt of the *complaint*. If you are not satisfied with the outcome of the *complaint*, you can request that your *complaint* be moved to a formal *grievance*.

## Grievances

A *grievance*, as referred to in this section, is a written *complaint* about anything other than an *adverse determination*. *Grievances* may refer to any dissatisfaction about:

1. Us, as the insurer; e.g., customer service *grievances* - “the person to whom I spoke on the phone was rude to me”;
2. *Providers* with whom we have a direct or indirect *contract*;
3. Lack of availability and/or accessibility of *network providers* not tied to an unresolved benefit denial; and
4. Quality of care/quality of service issues;
5. Expressions of dissatisfaction regarding quality of care/quality of service;

## Filing a Grievance

You have 365 days from the date the issue occurred to file a *grievance* with us. You or your authorized representative may file a *grievance* by calling Member Services at 1-877-687-1169 or Relay FL 1-800-955-8770. At the time of your initial *grievance*, you will be informed that you have the right to file a written *grievance*. At your request, we will provide assistance to you in preparing the written *grievance*.

Written *grievances* may be sent to:

**Ambetter from Sunshine Health  
Grievance and Appeal Coordinator  
P.O. Box 459089  
Fort Lauderdale, FL 33345-9089  
Phone: 1-877-687-1169 or Relay FL 1-800-955-8770**



**Fax: 866-534-5972**

**Email: [Sunshine.Appeals@centene.com](mailto:Sunshine.Appeals@centene.com)**

In *your* written *grievance*, please include:

- *Your* first and last name
- *Your* member ID number
- *Your* address and telephone number
- Details surrounding *your* concern
- Any supporting documentation

*You* can file an *urgent grievance* for a situation that would seriously jeopardize *your* life or health or would jeopardize *your* ability to regain maximum function. Decisions regarding expedited *grievances* will be made as expeditiously as the *member's* health condition requires, but no later than 72 hours.

### **Process and Resolution Timeframes**

*We* will acknowledge *your grievance* by sending *you* a letter within five (5) business days of receipt of *your grievance*.

*Grievances* will be promptly investigated, and will be resolved within 30 calendar days of receipt. The time period may be extended for an additional 14 calendar days, if we provide *you* or *your* authorized representative, if applicable, written notification of the following within the first 30 calendar days::

1. That *we* have not resolved the *grievance*;
2. When *our* resolution of the *grievance* may be expected; and
3. The reason why the additional time is needed.

If *we* do not receive the required information before the end of the extension period, *we* will resolve the *grievance* using the information *we* have on file.

### **Appeal**

An *appeal* is a *grievance* involving a request to review, overturn, or otherwise modify an *adverse determination*. An *adverse determination* is coverage determination by *us* that an admission, availability of care, continued stay, or other health care service has been reviewed and, based upon the information provided, does not meet the requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness, and coverage for the requested service is therefore denied, reduced, or terminated. *You* can *appeal* these decisions. *You* can also designate a representative –such as a family *member*, friend, *physician*, or attorney- to *appeal* these decisions on *your* behalf.

### **Filing an Appeal**

When *we* make an *adverse determination*, *we* will send *you* a notification that includes information to file an *appeal* and how to authorize a representative. *You* have 180 calendar days to file an *appeal* from the date *we* issue the *adverse determination*.

*You* can file an *appeal* by filling out the form included with the denial notice or sending a letter to:

**Ambetter from Sunshine Health  
Grievance and Appeal Coordinator  
P.O. Box 459087**

**Fort Lauderdale, FL 33345-9087**

**Phone: 1-877-687-1169 or Relay FL 1-800-955-8770**

**Fax: 1-866-534-5972**

**Email: [Sunshine.Appeals@centene.com](mailto:Sunshine.Appeals@centene.com)**

You can also file an *appeal* via phone by contacting us at 1-877-687-1169 or Relay FL 1-800-955-8770. Verbal request must be followed up in writing within 10 calendar days.

Call us at 1-877-687-1169 or Relay FL 1-800-955-8770 if you have any questions regarding the process or how to file an *appeal*. We will provide an interpreter or TTY/TDD services for you if you need them.

### **Processing Your Appeal**

After you file your *appeal*, we will notify you of all the information that is needed to process the *appeal* within 5 business days of receipt of the *appeal*. You will be informed that you can present any information that you wish for us to consider as part of the *appeal*. We will investigate the *appeal* to decide if more information is needed from you or your provider.

A reviewer of the same or similar specialty will review the request and make a determination. This reviewer will not be the *physician* involved in the original decision and who is not the subordinate of that *physician*.

We may extend our deadline by no more than 14 days if we need additional information to reach a decision. We will inform you of the request's status if such an extension is necessary. If we do not receive the required information within the extended timeframe, we will make a determination based on the information we have. If no extension is needed, we will make the decision within 30 calendar days of receipt of your pre-service *appeal* or within 60 calendar days of receipt of your post-service *appeal*. We will notify you in writing within two (2) business days of the decision.

The notice will include an explanation of our decision, a reference to the criteria on which the decision was based, a list of the title and qualifications of each person participating in the review, and a description of your further *appeal* rights. Your further *appeal* rights include the right to an External Review.

### **Expedited Appeal**

An *expedited appeal* provides for evaluation by appropriate clinical peer or peers (who were not involved in the initial *adverse determination*) within 24 hours.

You can file an *expedited appeal* when a requested service involves a situation that would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function. This type of *appeal* must be documented with clinical information.

You may request an *expedited appeal* at any time. You may start the *appeal* process by phone or in writing. You may call 1-877-687-1169 or Relay FL 1-800-955-8770 to initiate an *expedited appeal* request.

We will make a decision about the request within 72 hours. We will notify you, your provider, and your authorized representative, if applicable, of the result. We will notify you in writing within two (2) business days of the decision.

### **External Review**

Our members are offered two levels of *appeal* for *adverse determinations* related to a service that requires medical review. An external review decision is binding on us. An external review decision is binding on the

claimant except to the extent the claimant has other remedies available under applicable federal or state law. *We* will pay for the costs of the external review performed by an independent reviewer.

### **Applicability/Eligibility**

The external review procedures apply to any *hospital* or medical *policy* or certificate; excluding accident only or disability income only insurance.

External review is available for *appeals* that involve:

1. Medical judgment, including but not limited to those based upon requirements for *medical necessity*, appropriateness, health care setting, level of care or effectiveness of a covered benefit; or the determination that a treatment is *experimental* or *investigational*, as determined by an external reviewer.
2. *Rescissions* of coverage.

After exhausting *our* internal review process, *you* can make a written request to the *Appeals & Grievance* Department for an external review after the date of receipt of *our* internal response. *We* will send *your* request to an Independent Review Organization (IRO). *You* must contact the IRO or *us* within 120 calendar days (4 months) of the date of *your appeal* resolution letter. If *you* do not file *your appeal* for an external independent review within 120 calendar days, it cannot be reviewed. If *you* are not sure whether *your appeal* is eligible, or if *you* want more information, please contact *us*.

To initiate an external *appeal*:

1. The internal *appeal* process must be exhausted before *you* may request an external review unless *you* file a request for an expedited external review at the same time as an internal *expedited appeal* or *we* either provide a waiver of this requirement or fail to follow the *appeal* process.
2. *We* must allow *you* to make a request for an expedited external review with *us* at the time *you* receive:
  - a. An *adverse benefit determination* if the determination involves a medical condition of the claimant for which the timeframe for completion of an internal *expedited appeal* would seriously jeopardize *your* life or health or would jeopardize *your* ability to regain maximum function and *you* have filed a request for an internal *expedited appeal*.
  - b. A final internal *adverse benefit determination*, if *you* have a medical condition where the timeframe for completion of a standard external review would seriously jeopardize *your* life or health or would jeopardize *your* ability to regain maximum function, or if the final internal *adverse benefit determination* concerns an admission, availability of care, continued stay, or health care item or service for which *you* received *emergency services*, but has not been discharged from a facility.
3. *You* may request an expedited external review at the same time the internal *expedited appeal* is requested and an IRO will determine if the internal *expedited appeal* needs to be completed before proceeding with the expedited external review.

### **External Review Process**

1. *We* have five (5) business days (immediately for expedited external review) following receipt of the request to conduct a preliminary review of the request to determine whether:
  - a. The individual was a *covered person* at the time the item or service was requested;
  - b. The service is a *covered service* under *your* health *plan* but for the *plan's adverse benefit determination* with regard to *medical necessity experimental or investigational*, medical judgment, or *rescission*;
  - c. *You* have exhausted the internal process; and
  - d. *You* have provided all of the information required to process an external review.

2. Within one (1) business day (immediately for expedited external review) after completion of the preliminary review, *we* will notify *you* in writing as to whether the request is complete but not eligible for external review and the reasons for its ineligibility or if the request is not complete, the additional information needed to make the request complete. *We* will include notification of *your* right to submit written testimony to be included in the materials sent to the IRO.
3. *We* must allow *you* to perfect the request for external review within the four(4)-month filing period or within the 48-hour period following the receipt of notification.
4. *We* will assign an IRO on a rotating basis from *our* list of contracted IROs.
5. Within five (5) business days after the date of assignment of the IRO, *we* must provide the documents and any information considered in making the *adverse benefit determination* to the IRO.

**Note:** For expedited external review, after assignment of the IRO, *we* must provide the documents and any information considered in making the *adverse benefit determination* to the IRO electronically or by telephone or facsimile or any other available expeditious method.

6. If *we* fail to timely provide the documents and information, the IRO may terminate the external review and make a decision to reverse the *adverse benefit determination*.
7. Within 10 business days, the assigned IRO will timely notify the claimant in writing of the request's eligibility and acceptance for external review. The notice will include a statement that *you* may submit in writing additional information to the IRO to consider.
8. Upon receipt of any information submitted by *you*, the IRO must forward the information to *us* within one (1) business day.
9. Upon receipt of the information, *we* may reconsider *our* determination. If *we* reverse *our* *adverse benefit determination*, *we* must provide written notice of the decision to *you* and the IRO within one (1) business day after making such decision. The external review would be considered terminated.
10. Within 45 days (72 hours for expedited external review) after the date of receipt of the request for an external review by the health *plan*, the IRO will review all of the information and provide written notice of its decision to uphold or reverse the *adverse benefit determination* to *you* and to *us*. If the notice for an expedited external review is not in writing, the IRO must provide written confirmation within 48 hours after the date of providing the notice.
11. Upon receipt of a notice of a decision by the IRO reversing the *adverse benefit determination*, *we* will approve the covered benefit that was the subject of the *adverse benefit determination*.

After *you* receive a decision from *us* concerning *your* benefits and feel further action is needed, *you* have the right to file a *complaint* with the Department of Financial Services, Division of Consumer Services.

*You* may request assistance of the Department of Financial Services, Division of Consumer Services by telephone at 1-877-MY-FL-CFO (1-877-693-5236), or if calling from outside of Florida (1-850-413-3089), by email at [ConsumerServices@myfloridacfo.com](mailto:ConsumerServices@myfloridacfo.com), or online at: <http://www.myfloridacfo.com/Division/Consumers/>

*You*, or someone *you* *authorized* to do so, shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to *your* claim for benefits. All comments, documents, records and other information submitted by *you* relating to the claim for benefits, regardless of whether such information was submitted or considered in the initial *adverse benefit determination*, will be considered in the internal *appeal*.

## Written Grievance/Appeal Response

*Grievance* and *appeal* response letters shall describe, in detail, the *grievance* and *appeal* procedure and the notification shall include the specific reason for the denial, determination or initiation of disenrollment.

The written decision must include:

1. The disposition of and the specific reason or reasons for the decision;
2. Any corrective action taken on the *grievance* or *appeal*;
3. The signature of one (1) voting *member* of the panel, if applicable;
4. A written description of position titles of panel *members* involved in making the decision.
5. If upheld or partially upheld, it is also necessary to include:
  - a. A clear explanation of the decision;
  - b. Reference to the specific *plan* provision on which the determination is based;
  - c. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to *your* claim for benefits;
  - d. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the *adverse determination*, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the *adverse determination* and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to *you* upon request;
  - e. If the *adverse benefit determination* is based on a medical necessity or *experimental treatment* or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the *plan* to *your* medical circumstances, or a statement that such explanation will be provided free of charge upon request;
  - f. Identification of medical experts whose advice was obtained on behalf of the health *plan*, without regard to whether the advice was relied upon in making the *adverse benefit determination*;
  - g. The date of service;
  - h. The health care *provider's* name;
  - i. The claim amount;
  - j. The diagnosis and procedure codes with their corresponding meanings, or an explanation that the diagnosis or procedure codes are available upon request;
  - k. The health *plan's* denial code with corresponding meaning;
  - l. A description of any standard used, if any, in denying the claim;
  - m. A description of the external review procedures, if applicable;
  - n. The right to bring a civil action under state or federal law;
  - o. A copy of the form that authorizes the health *plan* to disclose protected health information, if applicable;
  - p. That assistance is available by contacting the specific state's consumer assistance department, if applicable; and
  - q. A culturally linguistic statement based upon *your* county or state of *residence* that provides for oral translation of the *adverse benefit determination*, if applicable.

**Appeals and Grievances filing and key communication timelines**

	Timely Filing	Acknowledgment	Resolution	Allowable Extension
Standard <i>Grievance</i>	365 Calendar Days	5 Business Days	30 Calendar Days	14 Calendar Days
Urgent Grievance	365 Calendar Days	N/A	72 hours	N/A
Standard Pre-Service <i>Appeal</i>	180 Calendar Days	5 Business Days	30 Calendar Days	14 Calendar Days
Expedited Pre-Service <i>Appeal</i>	180 Calendar Days	N/A	72 hours	N/A
Standard Post-Service <i>Appeal</i>	180 Calendar Days	5 Business Days	60 Calendar Days	14 Calendar Days
External Review	4 Months	6 Business Days	45 Calendar Days	N/A
Expedited External Review	4 Months	Immediately	72 hours	N/A

You can also view *your appeal and grievance* information in *your member* secure portal.

## COORDINATION OF BENEFITS

Ambetter from Sunshine Health coordinates benefits with other payers when a *member* is covered by two or more group health benefit *plans*. Coordination of Benefits (COB) is the industry standard practice used to share the cost of care between two or more carriers when a *member* is covered by more than one health benefit *plan*.

It is a contractual provision of a majority of health benefit *contracts*. Ambetter from Sunshine Health complies with Federal and state regulations for COB and follows COB guidelines published by National Association of Insurance Commissioners (NAIC).

Under COB, the benefits of one *plan* are determined to be primary and are first applied to the cost of care. After considering what has been covered by the primary *plan*, the secondary *plan* may cover the cost of care up to the fully allowed expense according to the *plan's* payment guidelines. Ambetter from Sunshine Health Claims COB and Recovery Unit procedures are designed to avoid payment in excess of allowable expense while also making sure claims are processed both accurately and timely.

“Allowable expense” is the necessary, reasonable, and customary item of expense for health care, when the item is covered at least in part under any of the *plans* involved, except where a statute requires a different definition. When a *Plan* provides benefits in the form of services, the reasonable cash value of each service will be considered as both an allowable expense and a benefit paid.

“*Plan*” is a form of coverage written on an expense-incurred basis with which coordination is allowed.

The term “*Plan*” includes:

1. Group and non-group health insurance benefits and group blanket or group remittance health benefits coverage, whether uninsured arrangements of group coverage, insured, self-insured, or self-funded. This includes group and individual HMO insurance and other prepayment, group practice and individual practice *plans*, and blanket *contracts*, except as excluded below.
2. Medical benefits coverage, in group and individual automobile “no-fault” and traditional liability “fault” type *contracts*.
3. *Hospital* medical, and surgical benefits coverage of Medicare or a governmental *plan* offered, required, or provided by law, except Medicaid.

The *plan* does not include:

1. Blanket school accident coverage or coverages issued to a substantially similar group (e.g., Girl Scouts, Boy Scouts) where the school or organization pays the premiums.
2. Coverage, which by law, provides benefits that are in excess of those of any private insurance *plan* or other nongovernment *plan*.

“Primary *plan*” is one whose benefits must be determined without taking the existence of any *other plan* into consideration. A *plan* is primary if either:

1. The *plan* has no order of benefits rules or its rules differ from those required by regulation; or
2. all *plans* which cover the person use the order of benefits rules required by regulation and under those rules the *plan* determines its benefits first. More than one *plan* may be a primary *plan* (for example, two *plans* which have no order of benefit determination rules).

“Secondary *Plan*” is one which is not a primary *plan*. If a person is covered by more than one secondary *plan*, the order of benefit determination rules decide the order in which their benefits are determined in relation to each other.

### Order of Benefit Determination Rules

The first of the rules listed below in paragraphs 2-9 that applies will determine which *plan* will be primary:

1. The primary *plan* pays or provides its benefits as if the Secondary *plan* or *plans* did not exist. A *Plan* may consider benefits paid or provided by another *Plan* in determining its benefits only when it is secondary to that *other Plan*.
2. If the *other plan* does not contain a coordination of benefits provision that is consistent with this provision then it is always primary. There are two exceptions:
  - a. 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 shall be excess to any other parts of the *Plan* provided by the *contract* holder; and
  - b. Any noncontributory group or blanket insurance coverage which is in force on January 1, 1987 which provides excess major medical benefits intended to supplement any basic benefits on a *covered person* may continue to be excess to such basic benefits.
3. If the person receiving benefits is *our member* and is only covered as an eligible dependent under the *other plan*, this *contract* will be primary.
4. However, if the person is also a Medicare beneficiary, and if the rule established under the Social Security Act of 1965, as amended, makes Medicare secondary to the *plan* covering the person as a dependent of an active employee (a Medicare beneficiary also has another group *plan*), then the order of benefit determination is:
  - a. First, benefits of a *plan* covering a person as an employee, *member*, or subscriber.
  - b. Second, benefits of a *plan* of an active worker covering a person as a dependent;
  - c. Third, Medicare benefits.
5. If a child is covered under the *plans* of both parents and the parents are not separated or divorced, the *plan* of the parent whose birthday falls earlier in the year (excluding year of birth) shall be primary.
  - a. If both parents have the same birthday, the *plan* which covered the parent longer will be primary.
  - b. To determine whose birthday falls earlier in the year, only the month and day are considered. However, if the *other plan* does not have this birthday rule, but instead has a rule based on the sex of the parent and as a result the *plans* do not agree on which is primary, then the rule in the *other plan* will determine which *plan* is primary.
6. If a child is covered by both parents' *plans*, the parents are separated or divorced, and there is no court decree between the parents that establishes financial responsibility for the child's health care expenses:
  - a. The *plan* of the parent who has custody will be primary;
  - b. If the parent with custody has remarried, and the child is also covered as a child under the step-parent's *plan*, the *plan* of the parent with custody will pay first, the step-parent's *plan* will pay second, and the *plan* of the parent without custody will pay third.
7. If a child's coverage is based on a court decree, and the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child and if the entity obliged to pay or provide the benefits of the *policy* or *plan* of that parent has actual knowledge of those terms, the benefits of that *policy* or *plan* are determined first. The parent with responsibility that has no health care coverage for the dependent child's health care expenses, but that parent's *spouse* does, that parent's *spouse's plan* is the primary *plan*.
8. If the person receiving services is covered under one *plan* as an active employee or *member* (i.e., not laid-off or retired), or as the *spouse* or child of such an active employee, and is also covered under another *plan* as a laid-off or retired employee or as the *spouse* or child of such a laid-off or



retired employee, the *plan* that covers such person as an active employee or *spouse* or child of an active employee will be primary. If the *other plan* does not have this rule, and as a result the *plans* do not agree on which will be primary, this rule will be ignored.

9. If none of the above rules determine which *plan* is primary, the *plan* that covered the person receiving services longer will be primary.

### **Effects of Coordination**

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

In the event of multiple forms of coverage, Ambetter reserves the right to reduce or refuse to pay benefits otherwise payable on the account of existing of similar benefits provided under insurances policies issued by the same or another insurer, in accordance with state and federal laws. As a condition of coordinating benefits, the insurers together pay 100 percent of the total reasonable expenses actually incurred of the type of expense within the benefits described in the policies and presented to the insurer for payment.

### **Effect of Medicare**

Medicare primary/secondary payer guidelines and regulations will determine primary/secondary payer status, and will be adjudicated by *us* as set forth in this section. When Medicare, Part A and Part B or Part C is primary, Medicare's allowable amount is the highest allowable expense.

*Members* may no longer be eligible to receive a premium subsidy for the Health Insurance Marketplace *plan* once Medicare coverage becomes effective.

### **Right to Receive and Release Needed Information**

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this *Plan* and *other plans*. *We* may get the facts *we* need from, or give them to, other organizations or persons for the purpose of applying these rules and determining benefits payable under this *Plan* and *other plans* covering the person claiming benefits. *We* need not tell or get the consent of any person to do this.

# GENERAL PROVISIONS

## Entire Contract

This *contract*, with the application and any rider-amendments is the entire *contract* between *you* and *us*. No party or agent of a party may:

1. Change or alter the terms of this *contract*;
2. Waive any provision of this *contract*;
3. Extend the time for payment of premiums;
4. Waive any of *our* rights or requirements under the *contract*; or
5. Waive any of *your* obligations under the *contract*.

## Non-Waiver

If *we* fail to enforce or to insist on strict compliance with any of the terms, conditions, limitations or exclusions of the *policy*, which will not be considered a waiver of any rights under the *policy*. A past failure to strictly enforce the *policy* will not be a waiver of any rights in the future, even in the same situation or set of facts.

## Rescissions

No misrepresentation of fact made regarding a *covered person* during the application process that relates to insurability will be used to void/rescind the insurance coverage or deny a claim unless:

1. The misrepresented fact is contained in a written application, including amendments, signed by a *covered person*;
2. A copy of the application, and any amendments, has been furnished to the *covered person(s)*, or to their beneficiary; and
3. The misrepresentation of fact was intentionally made and material to *our* determination to issue coverage to any *covered person*. A *covered person's* coverage will be voided/rescinded and claims denied if that person performs an act or practice that constitutes fraud. "Rescind" has a retroactive effect and means the coverage was never in effect.

*We* will provide the *covered person* forty-five (45) days advance written notice before coverage is rescinded.

## Time Limit on Certain Defenses

Relative to a misstatement in the application, after 2 years from the issue date, only fraudulent misstatements in the application may be used to void the *policy* or deny any claim for *loss* incurred or disability starting after the 2-year period.

## Repayment for Fraud, Misrepresentation or False Information

During the first two years a *covered person* is insured under the *policy*, if a *covered person* commits fraud, misrepresentation or knowingly provides false information relating to the eligibility of any *covered person* under this *policy* or in filing a claim for *policy* benefits, *we* have the right to demand that *covered person* pay back to *us* all benefits that *we* paid during the time the *covered person* was insured under the *policy*. *We* will return any premium paid during the time period for which the *covered person* returned benefit payments.

## Construction

*We* have the full power, authority, and discretion to construe and interpret any and all provisions of this *contract* to the greatest extent allowed by applicable law.

**Conformity with State Laws**

Any part of this *policy* in conflict with the laws of Florida on this *policy's effective date* or on any premium due date is changed to conform to the minimum requirements of Florida state law.

**Performance Outcomes and Financial Data**

*You* may obtain information regarding performance outcomes and financial data for Celtic Insurance Company published by the State of Florida Agency for Health Care Administration by accessing Ambetter from Sunshine Health's website: [Ambetter.SunshineHealth.com](https://ambetter.sunshinehealth.com). This website includes the link to FloridaHealthStat where this information is published.

**Personal Health Information (PHI)**

*Your* health information is personal. *We* are committed to do everything *we* can to protect it. *Your* privacy is also important to *us*. *We* have policies and procedures in place to protect *your* health records.

*We* protect all oral, written and electronic PHI. *We* follow Health Insurance Portability and Accountability Act (HIPAA) requirements and have a Notice of Privacy Practices. *We* are required to notify *you* about these practices every year. This notice describes how *your* medical information may be used and disclosed and how *you* can get access to this information. Please review it carefully. If *you* need more information or would like the complete notice, please visit <https://ambettersunshinehealth.com/privacy-practices.html> or call *Member Services* at 1-877-687-1169 (Relay FL 1-800-955-8770).

*We* protect all of *your* PHI. *We* follow HIPAA to keep *your* healthcare information private.

**Language**

If *you* do not speak or understand the language in *your* area, *you* have the right to an interpreter. For language assistance, please visit: <https://ambetter.sunshinehealth.com/language-assistance.html>.