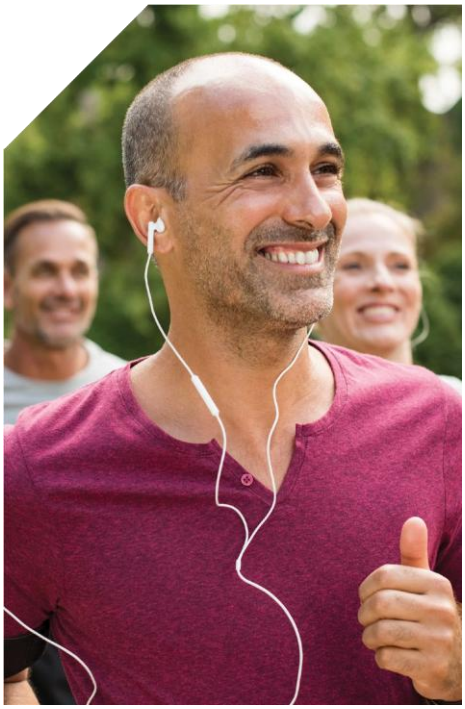
ambetter. FROM | WellCare of New Jersey





# 2027
# EVIDENCE OF COVERAGE





AmbetterHealth.com/en/NJ/

17970NJ0010006-04-2027

# This Policy has been approved by the New Jersey Individual Health Coverage Program Board as the standard policy form for the individual health benefits Plan A/50.

AMBETTER FROM WELLCARE OF NEW JERSEY
**INDIVIDUAL HEALTH BENEFITS PLAN A/50**
(New Jersey Individual Health Benefits A/50 Plan)

**Notice of Right to Examine Policy.** Within 30 days after delivery of this Policy to You, You may return it to Us for a full refund of any premium paid, less benefits paid. The Policy will be deemed void from the beginning.

**EFFECTIVE DATE OF POLICY:** January 1, 2027

**Renewal Provision.** Subject to all Policy terms and provisions, including those describing Termination of the Policy, You may renew and keep this Policy in force by paying the premiums as they become due. We agree to pay benefits under the terms and provisions of this Policy.

In consideration of the application for this Policy and of the payment of premiums as stated herein, We agree to pay benefits in accordance with and subject to the terms of this Policy. This Policy is delivered in New Jersey and is governed by the laws thereof.

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

Erin Henderson Moore
Plan President & CEO

WellCare Health Insurance Company of New Jersey, Inc.
Ambetter from WellCare of New Jersey
Toll Free Member Services: 1-844-606-1926 (TTY 711)
Fax: 1-833-959-3829
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## SCHEDULE OF INSURANCE

**The Schedule of Benefits is a summary of services that may be covered under the plan. Benefits listed are subject to all provisions and limitations as outlined in the Evidence of Coverage (EOC). Please reference the EOC for details regarding the benefits listed below. The member is responsible for deductible, copayment or coinsurance applied to eligible service expenses. An overview of Preventive Services covered with no cost share can be found within your EOC. For services that require prior authorization, network providers must obtain authorization from us prior to providing a service or supply to a member. You should confirm with your provider that they have received prior authorization for a covered service prior to your treatment.**

**Pursuant to the Federal No Surprises Act and New Jersey balance billing law, you are only required to pay the in-network cost-sharing amount (copayments, coinsurance, and/or deductible) for out-of-network emergency care, including out-of-network air ambulance services; for certain non-emergency services provided by out-of-network providers at in-network facilities; and for covered services by a out-of-network provider at an in-network facility when you do not provide informed consent. In these circumstances, out-of-network providers and facilities may not balance bill you, and you may not be held liable for amounts beyond your in-network cost-sharing. Charges you incur for services from an out-of-network provider that fall in the scenarios listed above will accumulate towards your in-network deductible and/or maximum out-of-pocket amount. For more information about out-of-network services, see page 45 of your EOC**

**Premium Silver 8900, $30/$75 + $0 Virtual 24/7 Care Visits-73% AV Level Silver Plan**

| Benefit | Insured Responsibility (per person) In-Network Providers | Insured Responsibility (per person) Out-of-Network Providers |
|---|---|---|
| **Annual Deductible per Calendar Year** | $2,250 Individual<br>$4,500 Family | Not applicable Individual<br>Not applicable Family |
| **Prescription Drug Deductible per Calendar Year** | Integrated with medical deductible Individual<br>Integrated with medical deductible Family | Not applicable Individual<br>Not applicable Family |
| **Coinsurance for Eligible Expenses (unless otherwise noted)** | 40% Coinsurance | Not applicable |
| **Out-of-Pocket Maximum per Calendar Year** | $8,900 Individual<br>$17,800 Family | Not applicable Individual<br>Not applicable Family |
| **Provider Office Services** | **Insured Responsibility (per person) In-Network Providers** | **Insured Responsibility (per person) Out-of-Network Providers** |
| Primary Care Office Visit | $30 Copay per visit | Not covered |
| Specialist Office Visit | $75 Copay per visit | Not covered |
| Preventive Care Including Immunizations, well-baby visits and Lead screening for children Covered in accordance with ACA guidelines. | No charge | Not covered |
| Diagnostic Test* (x-ray) | $75 Copay per visit | Not covered |
| Diagnostic Test* Lab-work/Other (e.g., bloodwork, EKG, Stress Test) | $20 Copay per visit | Not covered |
| Imaging Test* (CT/PET scans, MRI) | 40% Coinsurance after deductible | Not covered |

*Prior authorization may be required. Please contact Member Services at the number listed on your member identification card to determine if prior authorization is needed.

**Note:** Cost share for covered services is based on place of service. Telehealth and Virtual Care Services received by a provider other than your designated telehealth provider will incur the same cost share as an in-person visit.

| **Prescription Drugs** | **Insured Responsibility (per person) In-Network Providers** | **Insured Responsibility (per person) Out-of-Network Providers** |
|---|---|---|
| Tier 1: Generic* | $25 Copay per prescription | Not covered |
| Tier 2: Preferred Brand* | 40% Coinsurance after deductible | Not covered |
| Tier 3: Non-Preferred Brand and Specialty Drugs | 40% Coinsurance after deductible | Not covered |
| Mail Order*<br>(90-day supply) | 3 Times Retail Cost Sharing | Not covered |
| Insulin Copayment | Not to exceed $35 per 30 day supply | Not Covered |
| Epinephrine Auto-Injector Device Copayment | Not to exceed $25 per 30 day supply | Not Covered |
| Prescription Asthma Inhaler Copayment | Not to exceed $50 per 30 day supply | Not Covered |
| | | |
| **Outpatient Services** | **Insured Responsibility (per person) In-Network Providers** | **Insured Responsibility (per person) Out-of-Network Providers** |
| Outpatient Facility* | 40% Coinsurance after deductible | Not covered |
| Outpatient Surgery Physician/Surgical Services* | 40% Coinsurance after deductible | Not covered |
| **Emergency and Urgent Care Services** | **Insured Responsibility (per person) In-Network Providers** | **Insured Responsibility (per person) Out-of-Network Providers** |
| Emergency Room | 40% Coinsurance after deductible | 40% Coinsurance after deductible |
| ER Physician Fee | 40% Coinsurance after deductible | 40% Coinsurance after deductible |
| Emergency Transportation/ Ambulance (Air, Water or Ground) Note: Prior authorization is not required for emergency transport, however, all non-emergent transport requires prior authorization. | 40% Coinsurance after deductible | 40% Coinsurance after deductible |
| Urgent Care | $55 Copay per visit | $55 Copay per visit |
| Virtual 24/7 Care | No charge | Not covered |
| **Inpatient Hospital Services** | **Insured Responsibility (per person) In-Network Providers** | **Insured Responsibility (per person) Out-of-Network Providers** |
| Inpatient Hospital Facility* | 40% Coinsurance after deductible | Not covered |
| Inpatient Hospital Physician and Surgical Services* | 40% Coinsurance after deductible | Not covered |
| **Behavioral Health Treatment: Mental Health and Substance Use Disorder Services** | **Insured Responsibility (per person) In-Network Providers** | **Insured Responsibility (per person) Out-of-Network Providers** |
| Behavioral Health Outpatient Services* (PCP and other practitioner office visits do not require prior authorization.) | Office Visit:<br>$30 Copay per visit;<br>Other Outpatient Services:<br>No charge | Not covered |
| Behavioral Health Inpatient Facility* | 40% Coinsurance after deductible | Not covered |
| Behavioral Health Inpatient Physician Services* | 40% Coinsurance after deductible | Not covered |
| Behavioral Health Emergency Room | 40% Coinsurance after deductible | 40% Coinsurance after deductible |
| Behavioral Health ER Physician Fee | 40% Coinsurance after deductible | 40% Coinsurance after deductible |

*Prior authorization may be required. Please contact Member Services at the number listed on your member identification card to determine if prior authorization is needed.

**Note:** Cost share for covered services is based on place of service. Telehealth and Virtual Care Services received by a provider other than your designated telehealth provider will incur the same cost share as an in-person visit.

| Behavioral Health Treatment: Mental Health and Substance Use Disorder Services | Insured Responsibility (per person) In-Network Providers | Insured Responsibility (per person) Out-of-Network Providers |
|---|---|---|
| Behavioral Health Emergency Transportation/Ambulance (Air, Water or Ground) Note: Prior authorization is not required for emergency transport, however, all non-emergent transport requires prior authorization. | 40% Coinsurance after deductible | 40% Coinsurance after deductible |
| Behavioral Health Urgent Care | $30 Copay per visit | $30 Copay per visit |
| Behavioral Health Laboratory Services* | No charge | Not covered |
| Behavioral Health Habilitation/Rehabilitation Outpatient Services* | No charge | Not covered |
| **Maternity and Newborn Care** | **Insured Responsibility (per person) In-Network Providers** | **Insured Responsibility (per person) Out-of-Network Providers** |
| Prenatal Preventive Visits | No charge | Not covered |
| Delivery and Inpatient Services* | 40% Coinsurance after deductible | Not covered |
| Breastfeeding Support | No charge | Not covered |
| **Other Covered Services** | **Insured Responsibility (per person) In-Network Providers** | **Insured Responsibility (per person) Out-of-Network Providers** |
| Home Health Care Services* | $55 Copay per visit | Not covered |
| Rehabilitation Outpatient Services* Outpatient rehabilitation services are limited to 30 visits per year per therapy (occupational therapy, physical therapy, cognitive and speech therapy). Note: Limits do not apply when provided for a mental health/substance use disorder diagnosis. | $54 Copay per visit | Not covered |
| Habilitation & Rehabilitative Speech Therapy* (Outpatient) | $54 Copay per visit | Not covered |
| Rehabilitation Inpatient Services* Unlimited coverage includes inpatient speech, occupational and physical therapy. | 40% Coinsurance after deductible | Not covered |
| Habilitation Outpatient Services* Outpatient rehabilitation services are limited to 30 visits per year per therapy (occupational therapy, physical therapy, cognitive and speech therapy). Note: Limits do not apply when provided for a mental health/substance use disorder diagnosis. | $54 Copay per visit | Not covered |
| Habilitation Inpatient Services* Unlimited coverage includes inpatient speech, occupational and physical therapy. | 40% Coinsurance after deductible | Not covered |
| Skilled Nursing Facility* | 40% Coinsurance after deductible | Not covered |

*Prior authorization may be required. Please contact Member Services at the number listed on your member identification card to determine if prior authorization is needed.

**Note:** Cost share for covered services is based on place of service. Telehealth and Virtual Care Services received by a provider other than your designated telehealth provider will incur the same cost share as an in-person visit.

| Other Covered Services | Insured Responsibility (per person) In-Network Providers | Insured Responsibility (per person) Out-of-Network Providers |
|---|---|---|
| Durable Medical Equipment* | 40% Coinsurance after deductible | Not covered |
| Hospice Services* | 40% Coinsurance after deductible | Not covered |
| Private Duty Nursing*<br>Note: Only covered as part of a home health care plan. | $55 Copay per visit | Not covered |
| Chiropractic Care*<br>Limited to 30 visits per year. | $28 Copay per visit | Not covered |
| Transplant Benefit*<br>Limited to $10,000 for transportation & lodging per transplant; $30,000 for donor search per transplant. | 40% Coinsurance after deductible | Not covered |
| Diabetes Care Management | $75 Copay per visit | Not covered |
| Hearing Aids*<br>Limited to 1 hearing aid per ear every 2 years. | 40% Coinsurance after deductible | Not covered |
| Temporomandibular Joint Disorder* | 40% Coinsurance after deductible | Not covered |
| Second surgical opinion | No Charge | Not Covered |
| **Vision Services – Pediatric (Children under the age of 19)** | **Insured Responsibility (per person) In-Network Providers** | **Insured Responsibility (per person) Out-of-Network Providers** |
| Exam | | |
| Routine eye exam (& contact lens fitting)<br>Limited to 1 exam per year. | No charge | Not covered |
| Standard Frame | | |
| Eyeglasses (frames)<br>Limited to 1 item per year. | No charge | Not covered |
| Lenses (per pair) | | |
| Prescription lenses (including additional lens options) | No charge | Not covered |
| Contact lenses | Covered up to $75 | Not covered |

*Prior authorization may be required. Please contact Member Services at the number listed on your member identification card to determine if prior authorization is needed.
**Note:** Cost share for covered services is based on place of service. Telehealth and Virtual Care Services received by a provider other than your designated telehealth provider will incur the same cost share as an in-person visit.

*Prior authorization may be required. Please contact Member Services at the number listed on your member identification card to determine if prior authorization is needed.
**Note:** Cost share for covered services is based on place of service. Telehealth and Virtual Care Services received by a provider other than your designated telehealth provider will incur the same cost share as an in-person visit.

**PREMIUM RATES**

The initial monthly premium rates, in U.S. dollars, for the coverage provided under this Policy are set forth on the rate sheet for this Policy for the effective date shown on the first page of this Policy. The monthly rates may be adjusted as explained in the Premium Rate Changes provision.

## DEFINITIONS

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

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

**Allowed Charge** means an amount that is not more than the negotiated fee schedule.

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

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

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

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

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

We do not recognize a Facility as an Ambulatory Surgical Center if it is part of a Hospital.

**Annual open enrollment period** means the designated period of time each year during which:

a) individuals are permitted to enroll in a standard health benefits plan; and
b) individuals who already have coverage may replace current coverage with a different standard health benefits plans.

**Approved Cancer Clinical Trial** means a scientific study of a new therapy or intervention for the treatment, palliation, or prevention of cancer in human beings that meets the following requirements:

a) The treatment or intervention is provided pursuant to an approved cancer clinical trial that has been authorized or approved by one of the following: 1) The National Institutes of Health (Phase I, II and III); 2) the United States Food and Drug Administration, in the form of an investigational new drug (IND) exemption (Phase I, II and III); 3) The United States Department of Defense; or 4) The United States Department of Veteran Affairs.

b) The proposed therapy has been reviewed and approved by the applicable qualified Institutional Review Board.
c) The available clinical or pre-clinical data to indicate that the treatment or intervention provided pursuant to the Approved Cancer Clinical Trial will be at least as effective as standard therapy, if such therapy exists, and is expected to constitute an improvement in effectiveness for treatment, prevention and palliation of cancer.
d) The Facility and personnel providing the treatment are capable of doing so by virtue of their experience and training.
e) The trial consists of a scientific plan of treatment that includes specified goals, a rationale and background for the plan, criteria for patient selection, specific directions for administering therapy and monitoring patients, a definition of quantitative measures for determining treatment response and methods for documenting and treating adverse reactions. All such trials must have undergone a review for scientific content and validity, as evidenced by approval by one of the federal entities identified in item a. A cost-benefit analysis of clinical trials will be performed when such an evaluation can be included with a reasonable expectation of sound assessment.

**Biomarker Precision Medical Testing** means a laboratory-based analysis of tissue, blood, or other biological specimen to detect the presence of biomarkers, such as specific genes, proteins or molecules. These biomarkers may be used to detect the presence of a disease or pathological condition; predict the likelihood of disease development or progression; guide clinical decision-making regarding diagnosis and treatment selection; or monitor the effectiveness and response to therapeutic interventions. This testing supports the implementation of precision medicine by enabling individualized treatment strategies based on a member's unique biological profile.

**Birthing Center** means a Facility which mainly provides care and treatment for women during uncomplicated pregnancy, routine full-term delivery, and the immediate post-partum period. It must:
a) provide full-time Skilled Nursing Care by or under the supervision of Nurses;
b) be staffed and equipped to give emergency care; and
c) have written back-up arrangements with a local Hospital for emergency care.

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

We do not recognize a Facility as a Birthing Center if it is part of a Hospital.

**Board** means the Board of Directors of the New Jersey Individual Health Coverage Program, appointed and elected under the laws of New Jersey.

**Brand Name Drug** means: a) a Prescription Drug as determined by the Food and Drug Administration; and b) protected by the trademark registration of the pharmaceutical company which produces them.

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

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

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

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

**Complex Imaging Services** means any of the following services:

a) Computed Tomography (CT),
b) Computed Tomography Angiography (CTA),
c) Magnetic Resonance Imaging (MRI),
d) Magnetic Resonance Angiogram (MRA),
e) Magnetic Resonance Spectroscopy (MRS),
f) Positron Emission Tomography (PET),
g) Nuclear Medicine including Nuclear Cardiology.

**Copayment** means a specified dollar amount a Covered Person must pay for specified Covered Charges. **Note:** The Emergency Room Copayment, if applicable, must be paid in addition to the Cash Deductible, any other Copayments, and Coinsurance.

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

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

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

A Covered Charge is incurred on the date the service or supply is furnished. Subject to all of the terms of this Policy, We pay benefits for Covered Charges incurred by a Covered Person while he or she is insured by this Policy. Read the entire Policy to find out what We limit or exclude.

**Covered Person** means an Eligible Person who is insured under this Policy. Throughout this Policy, Covered Person is often referred to using "You" and "Your." Covered Person does not include a Responsible Person, as defined.

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

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

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

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

**Dependent** means Your:
a) Spouse.
b) Dependent child who is under age 26 through the end of the month in which he or she attains age 26.

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

Your "Dependent child" includes:
a) Your biological child,
b) Your legally adopted child,
c) Your foster child from the time the child is placed in the home,
d) Your step-child,
e) the child of your civil union partner,
f) the child of Your Domestic Partner, and
g) children under a court appointed guardianship.

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

In addition to the Dependent children described above, any other child over whom You have legal custody or legal guardianship or with whom You have a legal relationship or a blood relationship may be covered to the same extent as a Dependent child under this Policy provided the child depends on You for most of the child's support and maintenance and resides in Your household. (We may require that You submit proof of legal custody, legal guardianship, support and maintenance, residency in Your household, blood relationship or legal relationship, in Our Discretion.)

A Dependent does not include a person who resides in a foreign country. However, this does not apply to a person who is attending an Accredited School in a foreign country who is enrolled as a student for up to one year at a time.

At Our discretion, We can require proof that a person meets the definition of a Dependent.

**Developmental Disability** or **Developmentally Disabled, also referred to as neurodevelopmental disability or neurodevelopmentally disabled** means a neurodevelopmental disorder which is referenced by the American Psychiatric Association in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition*, and any subsequent editions.

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

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

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

**Discretion/Determination/Determine** means Our right to make a decision or determination. The decision will be applied in a reasonable and non-discriminatory manner.

**Domestic Partner** as used in this Policy and pursuant to P.L. 2003, c. 246, means an individual who is age 18 or older who is the same sex as the Policyholder, and has established a domestic partnership with the Policyholder by filing an affidavit of domestic partnership and obtaining a certificate of domestic partnership from their local registrar.

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

Some examples are walkers, wheelchairs, hospital-type beds, breathing equipment and apnea monitors. Items such as walkers, and wheelchairs are examples of durable medical equipment that are also habilitative devices.

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

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

**Eligible Person** means a person who is a Resident of New Jersey who is not covered under Part A or Part B of Title XVIII of the federal Social Security Act (42 U.S.C. § 1395 et. seq.) (Medicare). An eligible person must be a U.S. Citizen, National or lawfully present in the United States.

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

another Hospital before delivery; or the transfer may pose a threat to the health or safety of the woman or unborn child.

**Enrollment Date** means the Effective Date of coverage under this Contract for the person.

**Experimental or Investigational** means We determine a service or supply is:

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

Unless otherwise required by law with respect to drugs which have been prescribed for treatment for which the drug has not been approved by the United States Food and Drug Administration (FDA), We will not cover any services or supplies, including treatment, procedures, drugs, biological products or medical devices or any hospitalizations in connection with Experimental or Investigational services or supplies.

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

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

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

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

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

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

b. Conclusive evidence from the published peer-reviewed medical literature must exist that the technology has a definite positive effect on health outcomes; such evidence must include well designed investigations that have been reproduced by nonaffiliated authoritative sources, with measurable results, backed up by the positive endorsements of national medical bodies or panels regarding scientific efficacy and rationale;
c. Demonstrated evidence as reflected in the published peer-reviewed medical literature must exist that over time the technology leads to improvement in health outcomes, i.e., the beneficial effects outweigh any harmful effects;
d. Proof as reflected in the published peer-reviewed medical literature must exist that the technology is at least as effective in improving health outcomes as established technology, or is usable in appropriate clinical contexts in which established technology is not employable; and
e. Proof as reflected in the published peer-reviewed medical literature must exist that improvements in health outcomes; as defined in item c. above, is possible in standard conditions of medical practice, outside clinical investigatory settings.

**Extended Care Center** means a Facility which mainly provides full-time Skilled Nursing Care for Ill or Injured people who do not need to be in a Hospital. We will recognize it if it carries out its stated purpose under all relevant state and local laws, and it is either:
a) accredited for its stated purpose by the Joint Commission; or
b) approved for its stated purpose by Medicare.

In some places, an "Extended Care Center" may be called a "Skilled Nursing Facility."

**Facility** means a place We are required by law to recognize which:
a) is properly licensed, certified, or accredited to provide health care under the laws of the state in which it operates; and
b) provides health care services which are within the scope of its license, certificate or accreditation.

**Generic Drug** means: a) a therapeutically equivalent Prescription Drug, as determined by the Food and Drug Administration; b) a drug which is used unless the Practitioner prescribes a Brand Name Drug; and c) a drug which is identical to the Brand Name Drug in strength or concentration, dosage form and route of administration. A drug defined by the Food and Drug Administration as an "authorized generic drug" is not a generic drug.

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

**Governmental Plan** has the meaning given that term under Title I, section 3 of Pub.L.93-406, the "Employee Retirement Income Security Act of 1974" and any governmental plan established or maintained for its employees by the Government of the United States or by any agency or instrumentality of that government.

**Group Health Benefits Plan** means a policy, program or plan that provides medical benefits to a group of two or more individuals.

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

**Health Benefits Plan** means any hospital and medical expense insurance policy or certificate; health, hospital, or medical service corporation contract or certificate; or health maintenance organization subscriber contract or certificate or any other similar contract, policy, or plan delivered or issued for delivery in New Jersey, not explicitly excluded from the definition of a health benefits plan. Health Benefits Plan does not include one or more, or any combination of the following: coverage only for accident or disability income insurance, or any combination thereof; coverage issued as a supplement to liability insurance; liability insurance, including general liability insurance and automobile liability insurance; stop loss or excess risk insurance; workers' compensation or similar insurance; automobile medical payment insurance; credit-only insurance; coverage for on-site medical clinics; and other similar insurance coverage, as specified in federal regulations, under which benefits for medical care are secondary or incidental to other insurance benefits. Health Benefits Plans shall not include the following benefits if they are provided under a separate policy, certificate or contract of insurance or are otherwise not an integral part of the plan: limited scope dental or vision benefits; benefits for long term care, nursing home care, home health care, community based care, or any combination thereof; and such other similar, limited benefits as are specified in federal regulations. Health Benefits Plan shall not include hospital confinement indemnity coverage if the benefits are provided under a separate policy, certificate or contract of insurance, there is no coordination between the provision of the benefits and any exclusion of benefits under any group Health Benefits Plan maintained by the same Plan Sponsor, and those benefits are paid with respect to an event without regard to whether benefits are provided with respect to such an event under any Group Health Plan maintained by the same Plan Sponsor. Health Benefits Plan shall not include the following if it is offered as a separate policy, certificate or contract of insurance: Medicare supplemental health insurance as defined under section 1882(g)(1) of the federal Social Security Act; and coverage supplemental to the coverage provided under chapter 55 of Title 10, United States Code; and similar supplemental coverage provided to coverage under a Group Health Plan.

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

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

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

a) approved for its stated purpose by Medicare; or

b) it is accredited for its stated purpose by The Joint Commission, the Community Health Accreditation Program or the Accreditation Commission for Health Care.

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

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

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

**Illness or Ill** means a sickness or disease suffered by a Covered Person or a description of a Covered Person suffering from a sickness or disease. Illness includes Mental Health Conditions and Substance Use Disorder.

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

**Inpatient** means a Covered Person who is physically confined as a registered bed patient in a Hospital or other recognized health care Facility, including the Covered Person's home when admitted under the Hospital at Home Program under P.L. 2023, c. 163; or services and supplies provided in such settings.

**Mail Order Program** means a program under which a Covered Person can obtain Prescription Drugs from:

a) a Participating Mail Order Pharmacy by ordering the drugs through the mail; or
b) a Participating Pharmacy that has agreed to accept the same terms, conditions, price and services as a Participating Mail Order Pharmacy.

**Maintenance Drug** means only a Prescription Drug used for the treatment of chronic medical conditions.

**Medically Necessary and Appropriate** means that a service or supply is provided by a recognized health care Provider, and We determine at Our Discretion, that it is:

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

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

With respect to treatment of Substance Use Disorder the determination of Medically Necessary and Appropriate shall use an evidence-based and peer reviewed clinical review tool as designated in regulation by the Commissioner of Human Services.

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

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

**Mental Health Facility** means a Facility which mainly provides treatment for people with Mental Health Conditions. We will recognize such a place if it carries out its stated purpose under all relevant state and local laws, and it is either:

a) accredited for its stated purpose by The Joint Commission;
b) approved for its stated purpose by Medicare; or
c) accredited or licensed by the state of New Jersey to provide mental health services.

**Mental Health Condition** means a condition which is referenced by the American Psychiatric Association in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition*, and any subsequent editions.

**Network Provider** means a Provider which has an agreement directly or indirectly with Us to provide Covered Services or Supplies. You will have access to up-to-date lists of Network Providers.

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

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

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

**Non-Network Provider** means a Provider which is not a Network Provider.

**Non-Preferred Drug** means a drug that has not been designated as a Preferred Drug.

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

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

**Orthotic Appliance** means a brace or support but does not include fabric and elastic supports, corsets, arch supports, trusses, elastic hose, canes, crutches, cervical collars, dental appliances or other similar devices carried in stock and sold by drug stores, department stores, corset shops or surgical supply facilities.

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

**Participating Mail Order Pharmacy** means a licensed and registered pharmacy operated by Ambetter from WellCare of New Jersey or with whom Ambetter from WellCare of New Jersey has signed a pharmacy service agreement, that is:

a) equipped to provide Prescription Drugs through the mail; or
b) is a Participating Pharmacy that is willing to accept the same pharmacy agreement terms, conditions, price and services as exist in the Participating Mail Order Pharmacy agreement.

**Participating Pharmacy** means a licensed and registered pharmacy operated by Us or with whom We have signed a pharmacy services agreement.

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

**Pharmacy** means a Facility which is registered as a Pharmacy with the appropriate state licensing agency and in which Prescription Drugs are regularly compounded and dispensed by a Pharmacist.

**Policy** means this policy, including the application and any riders, amendments, or endorsements, between You and Us.

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

**Practitioner** means a person We are required by law to recognize who:

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

For purposes of Applied Behavior Analysis as included in the **Diagnosis and Treatment of Autism and Other Developmental Disabilities** provision, Practitioner also means a person who is credentialed by the national Behavior Analyst Certification Board as either a Board Certified Behavior Analyst – Doctoral or as a Board Certified Behavior Analyst.

As used in the **Breastfeeding Support** provision, Practitioner also means a person who is an International Board Certified Lactation Consultant or a Lactation Counselor as defined in P.L. 2019, c. 343.

As used in the Contraceptives provision, Practitioner also means a pharmacist authorized to furnish self-administered hormonal contraceptives as provided in P.L. 2023, c. 2.

**Pre-Approval** or **Pre-Approved** means Our approval using paper or electronic means for specified services and supplies prior to the date charges are incurred.

**Preferred Drug** means a Prescription Drug that: a) has been designated as such by either Us, or a third party with which We contract, as a Preferred Drug; b) is a drug that has been approved under the Federal Food, Drug and Cosmetic Act; and c) is included in the list of Preferred Drugs distributed to Preferred Providers and made available to Covered Persons, upon request.

The list of Preferred Drugs will be revised, as appropriate.

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

**Preventive Care** means:

a) Evidence based items or services that are rated "A" or "B" in the current recommendations of the United States Preventive Services Task Force with respect to the Covered Person;
b) Immunizations for routine use for Covered Persons of all ages as recommended by the Advisory Committee on Immunization Practices of the Centers of Disease Control and Prevention with respect to the Covered Person;
c) Evidence–informed Preventive Care and screenings for Covered Persons who are infants, children and adolescents, as included in the comprehensive guidelines supported by the Health Resources and Services Administration;
d) Evidence–informed Preventive Care and screenings for Covered Persons as included in the comprehensive guidelines supported by the Health Resources and Services Administration; and
e) Any other evidence-based or evidence-informed items as determined by federal and/or state law.

Examples of preventive care include, but are not limited to: routine physical examinations, including related laboratory tests and x-rays, immunizations and vaccines, well baby care, pap smears, mammography, screening tests, bone density tests, colorectal cancer screening, prostate cancer screening, and Nicotine Dependence Treatment.

**Primary Care Provider** (**PCP**) means a Practitioner who is a Network provider who is licensed or otherwise authorized to provide health care services in the state or jurisdiction in which the services are furnished and who supervises, coordinates and maintains continuity of care for Covered Persons. Primary Care Providers include nurse practitioners/clinical nurse specialists, physician assistants and certified nurse midwives.

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

**Prosthetic Appliance** means any artificial device that is not surgically implanted that is used to replace a missing limb, appendage or any other external human body part including devices such as artificial limbs, hands, fingers, feet and toes, but excluding dental appliances and largely cosmetic devices such as artificial breasts, eyelashes, wigs and other devices which could not by their use have a significantly detrimental impact upon the musculoskeletal functions of the body.

**Provider** means a recognized Facility or Practitioner of health care in accordance with the terms of this Policy. Tribal Provider means those providers listed in 25 U.S.C. 1603, including the Indian Health Service, Indian Tribe, Tribal Organization, or Urban Indian Organization.

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

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

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

**Renewal Date** means January 1 of the year immediately following the Effective Date of this Policy and each succeeding January 1 thereafter.

**Resident** means a person whose primary residence is in New Jersey. We will require a person to provide proof that his or her primary residence is New Jersey.

**Responsible Person** means a person who:

a) is the parent or legal guardian of multiple children who meet the definition of Dependent; and
b) applies to cover dependent children under this Policy without also covering the Responsible Person.

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

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

**Same Terms and Conditions** means, with respect to the treatment of Mental Health Conditions and Substance Use Disorder, We cannot apply more restrictive non-quantitative limitations or more restrictive quantitative limitations to Mental Health Conditions and Substance Use Disorder, than We apply to substantially all other medical or surgical benefits.

**Schedule** means the **Schedule of Insurance** contained in this Policy.

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

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

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

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

**Specialist Doctor** means a doctor who provides medical care in any generally accepted medical or surgical specialty or sub-specialty.

**Special enrollment period** means a period of time that is no less than 60 days following the date of a triggering event during which:

a) individuals are permitted to enroll in a standard health benefits plan; and
b) individuals who already have coverage are allowed to replace current coverage with a different standard health benefits plans.

**Specialist Services** mean Medical care in specialties other than family practice, general practice, internal medicine or pediatrics or obstetrics/gynecology (for routine pre and post-natal care, birth and treatment of diseases and hygiene).

**Specialty Pharmaceuticals** are oral or injectable drugs that have unique production, administration or distribution requirements. They require specialized patient education prior to use and ongoing patient assistance while under treatment. These Prescription Drugs must be dispensed through specialty pharmaceutical providers.

Examples of Prescription Drugs that are considered Specialty Pharmaceuticals include some orally administered anti-cancer Prescription Drugs and those used to treat the following conditions: Crohn's Disease; Infertility; Hemophilia; Growth Hormone Deficiency; Respiratory Syncytial Virus (RSV); Cystic Fibrosis; Multiple Sclerosis; Hepatitis C; Rheumatoid Arthritis; and Gaucher's Disease. Ambetter from WellCare of New Jersey will provide a complete list of Specialty Pharmaceuticals. The list is also available on Ambetter from WellCare of New Jersey's website.

**Spouse** means an individual: legally married to the Policyholder under the laws of the State of New Jersey; or the Policyholder's Domestic Partner pursuant to P.L. 2003, c. 246; or the Policyholder's civil union partner pursuant to P.L. 2006, c. 103, as well as a person legally joined with the Policyholder in a same sex relationship in another jurisdiction if such relationship provides substantially all of the rights and benefits of marriage.

**Substance Use Disorder** is as defined by the American Psychiatric Association in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition*, and any subsequent editions. Substance Use Disorder includes substance use withdrawal.

**Substance Use Disorder Facility** means a Facility that mainly provides treatment for people with Substance Use Disorder. We will recognize such a Facility if it carries out its stated purpose under all relevant state and local laws, and it is either:

a) accredited for its stated purpose by the Joint Commission;
b) approved for its stated purpose by Medicare;
c) accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF); or
d) credentialed by Ambetter from WellCare of New Jersey.

**Surgery** means:

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

**Telehealth** means the use of information and communications technologies, including telephones, remote patient monitoring devices, or other electronic means, to support clinical health care, Practitioner consultation, patient and professional health-related education, public health, health administration, and other services in accordance with the provisions of N.J.S.A.45:1-61 to 66.

**Telemedicine** means the delivery of a health care service using electronic communications, information technology, or other electronic or technological means to bridge the physical distance between a Practitioner and a Covered Person, either with or without the assistance of an intervening Practitioner, and in accordance with the provisions of N.J.S.A.45:1-61 to 66. Telemedicine does not include the use, in isolation, of audio-only telephone conversation, electronic mail, instant messaging, phone text, or facsimile transmission.

**The Joint Commission** means the entity that evaluates and accredits or certifies health care organizations or programs.

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

**Triggering Event** means an event that results in an individual becoming eligible for a Special Enrollment Period. Triggering events are:

a) The date an Eligible Person loses eligibility for minimum essential coverage, or the Eligible Person's Dependent loses eligibility for minimum essential coverage, including a

loss of coverage resulting from the decertification of a qualified health plan by the Marketplace.

b) The end of the plan or policy year under a non-calendar year group health plan or individual health insurance coverage if the plan or coverage is not renewed or the Eligible Person elects not to renew the coverage.
c) The date an Eligible Person's Practitioner confirms the Eligible Person is pregnant; the Eligible Person and the Eligible Person's Dependents qualify for a Triggering Event.
d) The last day of access to pregnancy-related coverage or access to health care services through coverage provided to the eligible person's unborn child.
e) The last date of coverage under medically needy coverage as described under section 1902(a)(10)(C) of the Social Security Act.
f) The date a Dependent child's coverage ends as a result of attaining age 26 whether or not the Dependent is eligible for continuing coverage in accordance with federal or state laws.
g) The date a Dependent child's coverage under a parent's group plan ends as a result of attaining age 31.
h) The effective date of a Marketplace redetermination of an Eligible Person's subsidy, including a determination that an Eligible Person is newly eligible or no longer eligible for a subsidy or has a change in eligibility for cost sharing reductions.
i) The date an Eligible Person gains or becomes a Dependent due to birth, adoption, placement for adoption, or placement in foster care or through a child support order or other court order; only the Eligible Person and new Dependents qualify for a triggering event.
j) The date an Eligible Person gains or becomes a Dependent due to marriage provided at least one spouse demonstrates having minimum essential coverage for one or more days during the 60 days preceding the date of marriage; only the spouses qualify for a triggering event.
k) The date an Eligible Person or his or her Dependent become newly eligible to enroll for Marketplace coverage because he or she newly satisfies the requirements under 45 CFR 155.305(a)(1) or (2) which generally pertains to citizenship, status as a national, lawful presence in the United States, and not being incarcerated.
l) The date an Eligible Person or his or her Dependent experience a decrease in income such that he or she is newly determined eligible for a subsidy provided he or she demonstrates having minimum essential coverage for one or more days during the 60 days preceding the date of the decrease in income.
m) The date NJFamilyCare determines an applicant who submitted an application during the Open Enrollment Period or during a Special Enrollment Period is ineligible if that determination is made after the open enrollment period or special enrollment period ends.
n) The date an Eligible Person and his or her Dependent child(ren) who are victims of domestic abuse or spousal abandonment need to enroll for coverage apart from the perpetrator of the abuse or abandonment.
o) The date an Eligible Person gains access to plans in New Jersey as a result of a permanent move provided the Eligible Person demonstrates having minimum essential coverage for one or more days during the 60 days preceding the permanent move.
p) The date of a Marketplace or Carrier finding that it erroneously permitted or denied an Eligible Person enrollment in a qualified health plan.
q) The date of a determination that an Eligible Person's enrollment or non-enrollment in a qualified health plan was unintentional, inadvertent, or erroneous and was the result of

the error, misrepresentation, misconduct or inaction of the Marketplace or a non-Marketplace entity providing enrollment assistance or conducting enrollment activities.

r) The date the Eligible Person demonstrates to the Marketplace or a State regulatory agency that the qualified health plan in which he or she is enrolled substantially violated a material provision of its contract in relation to the enrollee.
s) The date the Eligible Person demonstrates to the Marketplace that he or she meets other exceptional circumstances as the Marketplace may provide.
t) One time per month for a person who gains or maintains status as an Indian, as defined by section 4 of the Indian Healthcare Improvement Act, allowing a new enrollment or a plan change through the Marketplace.
u) One time per month for a person who is or becomes a dependent of an Indian, as defined by section 4 of the Indian Healthcare Improvement Act, and who is enrolled or who is enrolling as a Dependent of an Indian, allowing a plan change at the same time as the Indian.
v) The effective date for an Eligible Person or Dependent under an Individual Coverage Health Reimbursement Arrangement known as ICHRA or a Qualified Small Employer Health Reimbursement Arrangement known as QSEHRA.
w) The date an Eligible Person moves to a different county in New Jersey provided the plans available from any carrier in the new residence county differ from those available in the prior residence county and the Eligible Person demonstrates having minimum essential coverage for one or more days during the 60 days preceding the move.

Exception: A loss of coverage resulting from nonpayment of premium, fraud or misrepresentation of material fact shall not be a Triggering Event.

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

**Walk-in Clinic** means a health care facility that provides limited medical care on a scheduled and unscheduled basis. The walk-in clinic may be located in, near or within a drug store, pharmacy, retail store or supermarket. The following are not considered a Walk-In Clinic: Ambulatory Surgical Center; emergency room; Hospital; outpatient department of a Hospital; Practitioner's office; Urgent Care Facility.

**We, Us, Our** and Ambetter from WellCare of New Jersey mean Ambetter from WellCare of New Jersey.

**You, Your and Yours** mean the Policyholder and/or any Covered Person or Responsible Person, as the context in which the term is used suggests.

## ELIGIBILITY

### Types of Coverage

The Policyholder who completes an application for coverage may elect coverage just for him/her self or may add one or more eligible Dependents for coverage. The possible types of coverage are listed below.

- **Single Coverage** - coverage under this Policy for only one person.
- **Family Coverage** - coverage under this Policy for You, Your Spouse and Your Dependent Child(ren)
- **Adult and Child(ren) Coverage -** coverage under this Policy for You and Your Dependent Child(ren)
- **Single and Spouse Two Adults Coverage** - coverage under this Policy for You and Your Spouse.
- **Responsible Person and Children Coverage -** coverage under this Policy for the Responsible Person's Dependent Children or coverage for multiple children for whom the Responsible Person is the legal guardian.

### Who is Eligible to be Covered

The **Policyholder** - You, if You are an Eligible Person.

**Spouse** - Your Spouse who is an Eligible Person **except:** a Spouse need not be a Resident but must be a U.S. Citizen, National or lawfully present in the United States.

**Child** - Your child who is an Eligible Person and who qualifies as a Dependent, as defined in this Policy, **except**: a child need not be a Resident but must be a U.S. Citizen, National or lawfully present in the United States.

**Children** – A Responsible Person's children who are Eligible Persons and who qualify as a Dependent, as defined in this Policy. **Note:** Children must be Residents and must be U.S. Citizens, Nationals or lawfully present in the United States.

You may have an unmarried child with a mental or physical handicap, or developmental disability, who is incapable of earning a living. Subject to all of the terms of this section and the Policy, such a child may stay eligible for Dependent health benefits past this Policy's age 26 limit for eligible Dependents.

The child will stay eligible as long as the child is and remains unmarried and incapable of earning a living, if: a) the child's condition started before he or she reached this Policy's age limit; b) the child became covered under this Policy or any other policy or contract before the child reached the age limit and stayed continuously covered or covered after reaching such limit; and c) the child depends on You for most of his or her support and maintenance.

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

The child's coverage ends when Your coverage ends.

In order to obtain and continue health care coverage with Us, the Covered Person, who is not covered as either a Dependent Spouse or as a Dependent child, must be a Resident and a U.S. Citizen, National or lawfully present in the United States. We reserve the right to require proof that such Covered Person is a Resident and a U.S. Citizen, National or lawfully present in the United States.

**Adding Dependents to this Policy**

**Spouse**-You may apply to add Your Spouse by notifying Us in writing. If Your application is made and submitted to Us within 60 days of Your marriage or documentation of domestic partnership or civil union, the Spouse will be covered. as of the first or fifteenth of the month following the date We receive the application.

In case of a court order, coverage of a spouse as required by a court order will be effective as of the date specified in the court order.

If You do not submit an application within 60 days of Your Spouse becoming eligible, You may apply to add coverage for Your Spouse during an Annual Open Enrollment Period or during an applicable Special Enrollment Period. The **Spouse** provision does **not** apply to a Responsible Person.

**Newborn Children -**Except as stated below with respect to a newborn of a Responsible Person, We will cover Your newborn child for 60 days from the date of birth without additional premium. Coverage may be continued beyond such 60-day period as stated below:

You must give written notice to enroll the newborn child and any additional premium required for Dependent child coverage must be paid within 60 days after the date of birth for coverage to continue beyond the initial 60 days.

If the notice is not given and the premium is not paid within such 60-day period, the newborn child’s coverage will end at the end of such 60-day period. You may apply for coverage for the child during an Annual Open Enrollment Period or during any applicable Special Enrollment Period.

Note: This Newborn Children provision applies to a newborn of a Responsible Person. However, any applicable premium for the newborn child must be paid for the newborn child to be covered from the date of birth.

**Child Dependent -**If You want to add coverage for an adopted child or foster child and You submit an application to Us within 60 days of the date of placement for adoption or placement in foster care, the adopted or foster child will be covered as of the date of placement for adoption or placement in foster care.

If You do not submit an application within 60 days of the placement for adoption or placement in foster care You may apply to add coverage for an adopted child or a foster child during an Annual Open Enrollment Period or during an applicable Special Enrollment Period.

Except as stated below with respect to a court order, if You want to add coverage for a child other than a newborn, adopted or foster child and You submit an application to Us within 60 days of the date the child is first eligible, the child will be covered as of the first or fifteenth of the month following the date We receive the application.

In case of a court order, coverage of a child dependent as required by a court order will be effective as of the date specified in the court order.

If You do not submit an application within 60 days of the date the child is first eligible, You may apply to add coverage for the child during an Annual Open Enrollment Period or during an applicable Special Enrollment Period.

**Note:** This Child Dependent provision applies to an adopted or foster child of a Responsible Person.

**Please note:** A Child born to Your child Dependent is not covered under this Policy unless the child is eligible to be covered as Your Dependent, as defined.

## EXCLUSIVE PROVIDER ORGANIZATION (EPO) PROVISIONS

### Definitions

a) ***Primary Care Provider*** **(*PCP*)** Under this Policy a Covered Person does not have to select a PCP but is encouraged to do so. If selected, the PCP will supervise and coordinate the Covered Person's health care in the Ambetter from WellCare of New Jersey Network for example, by providing referrals to specialists. Even if a PCP is selected, a Covered Person can choose any specialist he or she wants to use. Whether or not a PCP is selected any office visit to a PCP who qualifies as a PCP is subject to the applicable PCP copayment. But if a Covered Person goes to a Practitioner other than a selected PCP a higher copayment will generally apply. Ambetter from WellCare of New Jersey will supply the Covered Person with a list of PCPs who are members of the Ambetter from WellCare of New Jersey Provider Organization.

b) ***Provider Organization*** (*PO*) means a network of health care Providers located in a Covered Person's Service Area.

c) ***Service Area*** means the geographical area which is served by the Practitioners in the Ambetter from WellCare of New Jersey Provider Organization.

### Provider Organization (PO)

The Provider Organization for this Policy is the Ambetter from WellCare of New Jersey Provider Organization. The Covered Person will periodically be given up-to-date lists of Ambetter from WellCare of New Jersey PO Providers. The up-to-date lists will be furnished automatically, without charge. Except in the case of Urgent Care or a medical Emergency, a Covered Person must obtain covered services and supplies from Network PO Providers to receive benefits under this Policy. Services and supplies obtained from Providers that are not Network PO Providers will generally not be covered.

### The Primary Care Provider (PCP)

Under this Policy a Covered Person does not have to select a PCP but is encouraged to do so. The PCP is available to supervise and coordinate the Covered Person's health care in the Ambetter from WellCare of New Jersey PO.

As long as services or supplies are obtained from Ambetter from WellCare of New Jersey Providers, the Covered Person will be eligible for Network Benefits.

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

When a Covered Person uses the services of a Network Provider, he or she must present his or her ID card and pay the applicable Copayment, if any. Most Ambetter from WellCare of New Jersey PO Practitioners will prepare any necessary claim forms and submit them to Us.

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

**Network Provider Information**
A Covered Person may identify Network Providers using a provider directory that is available online or in paper format, or through an inquiry to Us made by phone or electronic means. If a Covered Person relies on the information We provide and receives services from a Provider We identified as a Network Provider then the Covered Person's liability for services is limited to the network level Copayment, deductible, Coinsurance and maximum out-of-pocket. If We identified a Provider as a Network Provider but the Provider was an out-of-network Provider, and the Covered Person uses the out-of-network Provider who provides services and bills and collects an amount above the network level Copayment, deductible, Coinsurance and maximum out-of-pocket, then We will reimburse the Covered Person for the excess amount paid.

## APPEALS PROCEDURE

### Definitions

***Appeal*** means a request for Ambetter to reconsider a previous decision including an adverse benefit determination or final internal adverse benefit determination.

***Complaint*** or ***Grievance*** means any expression of dissatisfaction about the quality of service or medical care by, or on behalf of a Covered Person, by a Provider or an authorized representative regarding:

a) Availability, delivery or quality of healthcare services regarding an adverse benefit determination;
b) Claims payment, handling or reimbursement for healthcare services;
c) Matters pertaining to the contractual relationship between a covered person and an insurer; or
d) Matters pertaining to the contractual relationship between a health care Provider and an insurer.

***Member*** or ***covered person*** means an individual covered by the health plan including an enrollee, subscriber, or policy holder.

**Adverse benefit determination** means a denial, reduction or termination of, or a failure to make payment (in whole or in part) for, a benefit, including a denial, reduction or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from application of any utilization review, denial of a request for an in-plan exception, as well as a failure to cover an item or service for which benefits are otherwise provided because the HMO determines the item or service to be Experimental or Investigational, cosmetic, dental rather than medical, excluded as a pre-existing condition or because the HMO has rescinded the coverage.

**Final internal adverse benefit determination** means an adverse benefit determination that has been upheld by an HMO at the completion of the internal appeal process, an adverse benefit determination with respect to which the HMO has waived its right to an internal review of the appeal, an adverse benefit determination for which the HMO did not comply with the requirements of N.J.A.C. 11:24-8.4 or 8.5, and an adverse benefit determination for which the member or Provider has applied for expedited external review at the same time as applying for an expedited internal appeal.

**Independent utilization review organization (IURO**) means an independent organization, comprised of physicians and other health care professionals representative of the active practitioners in New Jersey, with which the Department contracts in accordance with N.J.A.C. 11:24-8.8 to conduct independent medical necessity or appropriateness of services appeal reviews brought by a member or Provider on behalf of the member, with the member's consent.

**Urgent care claim** means any claim for medical care or treatment with respect to which application of the time periods for making non-urgent determinations, in the judgment of a prudent layperson who possesses an average knowledge of health and medicine, could seriously jeopardize the life or health of the covered person or the ability of the covered person to regain maximum function or that, in the opinion of a physician with knowledge of the claimant's

medical condition, would subject the covered person to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

**Internal Procedures**

**Complaint**
Ambetter from WellCare of New Jersey has a *complaint* procedure which allows the *member* the opportunity to resolve the *member's* issues or *grievances*. The process is voluntary and is available for review of the policy, quality of care or quality of service issues that affect the *member*. The *complaint* process does not apply to *complaints* based solely on the basis that the policy does not cover the service or limits benefits for the health care service in question, provided that the exclusion of the specific service requested is clearly stated in the *policy.*

*Complaints* are normally, but not limited to, the following concerns:
a) Availability, delivery or quality of health care services;
b) Matters pertaining to the contractual relationship between a *covered person* Ambetter from WellCare of New Jersey;
c) Matters pertaining to the contractual relationship between a *health care provider* and Ambetter from WellCare of New Jersey; and
d) Contract reformation or amendment disputes.

**Filing a Complaint**
*Complaints* may be requested by a member or the member's *authorized representative*. *Complaints* may be filed orally by calling 1-844-606-1926 (Relay 711) or in writing by mailing Us a letter or the Complaint and Appeal Form from our website to:

Ambetter from WellCare of New Jersey
P.O. Box 10341
Van Nuys, CA 91410

A *member* or the member's *authorized representative* has the right to submit written comments, documents, records, and other information relating to the claim for benefits, and the right to review the claim file and to present evidence and testimony as part of the internal review process.

**Applicability/Eligibility**
The internal *complaint* procedures apply to any *hospital* or medical policy or certificate or conversion plans, but not to accident only or disability only insurance.

An eligible Complainant is:
a) A member;
b) Person authorized (orally or in writing) to act on behalf of the member. **Note:** Written *authorization* is not required; however, if received, We will accept any written expression of *authorization* without requiring specific form, language, or format;
c) In the event the member is unable to give consent: a *spouse*, family member, or the treating *provider*.

**Important:** *Adverse benefit determinations* that are not *complaints* will follow standard Patient Protection and Affordable Care Act (PPACA) internal *appeals* procedures.

**Acknowledgement**
Within 5 business days of receipt of a *complaint*, a written acknowledgment to the *member* or the member's *authorized representative* confirming receipt of the *complaint* must be delivered or deposited in the mail.

When acknowledging a *complaint* filed by an *authorized representative*, the acknowledgement shall include a clear and prominent notice that health care information or medical records may be disclosed only if permitted by law.

a) The acknowledgement shall state that unless otherwise permitted under applicable law, informed consent is required and the acknowledgement shall include an informed consent form for that purpose;
b) If such disclosure is prohibited by law, health care information or medical records may be withheld from an *authorized representative*, including information contained in its resolution of the *complaint*; and
c) A *complaint* submitted by an *authorized representative* will be processed regardless of whether health care information or medical records may be disclosed to the *authorized representative* under applicable law.

**Resolution Timeframes**
Ambetter from WellCare of New Jersey will issue a written decision, in clear terms, to the *member* and *authorized representative*, if applicable, within 30 calendar days after receiving the *complaint*.

**Right to Participate**
A *member* or the member's *authorized representative*, who has filed a *complaint* has the right to submit comments to the Complaints and Appeals Department. The *member* or *authorized representative* is entitled to request a copy of documentation reviewed by the Complaints and Appeals Department in making its determination.

**Written Complaint Response**
*Complaint* response letters shall describe, in detail, the *complaint* procedure and the notification shall include the specific reasons for the denial, determination, or initiation of disenrollment.

Our written decision to the *member* must include:

a) The disposition of and the specific reason or reasons for the decision;
b) Any corrective action taken on the *complaint*;
c) A written description of position titles of the persons involved in making the decision;
d) A clear explanation of the decision;
e) A statement that the *member* is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the *member* 's claim for benefits; and
f) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the 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 determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the *member* upon request.

**Appeals**
When We deny a claim for a treatment or service, a claim for plan benefits the *member* has already received (*post-service claim* denial) or We deny the *member's* request to authorize treatment or service (pre-service denial), Our decision is known as an *adverse benefit determination*. The *member*, their *physician* or *authorized representative* can request an *appeal* of *our* decision. If We rescind the *member's* coverage or deny the *member's* application for coverage, the *member*, their *physician* or *authorized representative* may also *appeal* Our decision. When *we* receive an *appeal*, *we* are required to review *our* own decision.

**Filing an Appeal**
*Appeals* must be filed in writing by completing the and Appeals Form from our website or sending a written *appeal* along with copies of any supporting documents and mailed or faxed to:

Ambetter from WellCare of New Jersey
P.O. Box 10341
Van Nuys, CA 91410
Fax: 1-833-886-7956

**Time Limits for filing an appeal**
The *member* or *authorized representative* must file the internal *appeal* within 180 calendar days of the receipt of the notice of denial (an adverse benefit determination). Failure to file within this time limit may result in the company's declining to consider the *appeal*.

**Applicability/Eligibility**
The internal *appeal* procedures apply to any *hospital* or medical policy or certificate or conversion plans, but not to accident only or disability only insurance.

An eligible appellant is:
a) A member;
b) Person authorized to act on behalf of the member. **Note:** Written authorization is required;
c) In the event the *member* is unable to give consent: a *spouse*, family member, or the treating *provider*; or
d) In the event of an *expedited appeal*: the person for whom the insured has verbally given authorization to represent the appellant.

**Acknowledgement**
Within 10 business days of receipt of an *appeal*, a written acknowledgment to the member, the *provider* or the member's *authorized representative* confirming receipt of the *appeal* must be delivered or deposited in the mail.

When acknowledging an *appeal* filed by an *authorized representative*, the acknowledgement shall include a clear and prominent notice that the health care information or medical records may be disclosed only if permitted by law.

a) The acknowledgement will state that unless otherwise permitted under applicable law, informed consent is required and the acknowledgement shall include an informed consent form for that purpose;
b) If such disclosure is prohibited by law, health care information or medical records may be withheld from *an authorized representative*, including information contained in its resolution of the *appeal*; and
c) An *appeal* submitted by an *authorized representative* will be processed regardless of whether health care information or medical records may be disclosed to the *authorized representative* under applicable law.

**Resolution Timeframes**
*Appeals* will be resolved and we will notify the *member* in writing with the *appeal* decision within twenty (20) calendar days.

In general, Ambetter from WellCare of New Jersey may seek *member's* approval to extend the time for providing a decision for 14 calendar days after the expiration of the initial period, or if the plan determines that such an extension is necessary for reasons beyond the control of the plan. There is no provision for extensions in the case of claims involving Urgent Care or *expedited appeals*.

A *member* shall be provided, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant to the *member's* claim for benefits. All comments, documents, records and other information submitted by the *member* relating to the issue or 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*.

**Expedited Appeal**
An *expedited appeal* may be submitted orally or in writing. If submitted orally, the request must be followed by a brief written appeal. All necessary information, including *our* determination on review, will be transmitted between the *member* and *us* by telephone, facsimile, or other available similarly expeditious method. An *expedited appeal* shall be resolved as expeditiously as the *member's* health condition requires, but not more than 72 hours after receipt of the *appeal*.

An *expedited appeal* means an *appeal* where any of the following applies:
a) The duration of the standard resolution process will result in serious jeopardy to the life or health of the *member* or the ability of the *member* to regain maximum function.
b) In the opinion of a *provider* with knowledge of the *member's* medical condition, the *member* is subject to severe pain that cannot be adequately managed without the care or treatment that is the subject of the *appeal*.

If the *expedited appeal* involves an adverse benefit determination with respect to a concurrent review of an Urgent Care request, the service shall be continued until the *covered person* or *covered person's authorized representative* has been notified of the determination or until the *health care provider* determines that the Urgent Care is no longer appropriate or necessary. This does not apply to requests for extensions.

Upon written request, we will mail or electronically mail a copy of the *member's* complete *policy* to the *member*, the *provider*, or the *member's authorized representative* as expeditiously as the *appeal* is handled.

**Simultaneous expedited appeal and external appeal review**
The *member* or *authorized representative*, may request an *expedited appeal* and an expedited external review (see **External Review** provision) if both the following apply:

a) The member filed a request for an *expedited appeal*; and
b) After a *final internal adverse benefit determination*, if either of the following applies:
    1. The *member's* treating *physician* certifies that the *adverse benefit determination* involves a medical condition that could seriously jeopardize the *member's life or health*, or would jeopardize the *member's* ability to regain maximum function, if treated after the timeframe of a standard external review;
    2. The *final internal adverse benefit determination* concerns an admission, availability of care, continued stay or health care service for which the *member* received emergency services, but has not yet been discharged from a Facility.

**Right to Participate**
A *member* or the *member's authorized representative*, who has filed an *appeal* has the right to submit written comments, documents, records and other information to the Complaints and Appeals Department. The *member* or *member's authorized representative* is entitled to request a copy of the documentation reviewed by the Complaints and Appeals Department in making its determination. The *member* must submit questions or comments to the Complaints and Appeals Department in writing within a period of time provided in the notice to the *member* of the *appeals* process.

**Continuing Coverage**
The plan cannot terminate a *member's* benefits until the *member's appeal* rights have been exhausted. However, if the plan's decision is ultimately upheld, the *member* may be responsible to pay any outstanding claims or reimburse the plan for claim payments it made during the time of the *appeals*.

**Cost and Minimums for Appeals**
There is no cost for the *member* to file an *appeal* and there is no minimum amount required to be in dispute.

**Rescission of Coverage**
If the plan rescinds the *member's* coverage, the *member* may file an *appeal* of that determination. The plan cannot terminate a *member's* benefits until the *member's appeal* rights have been exhausted. Since a *rescission* means that no coverage ever existed, if the plan's decision to rescind is upheld, the *member* will be responsible for payment of all claims for health care services.

**Emergency Medical Services**
If the plan denies a claim for an *emergency* medical service, the *member's appeal* will be handled as an *expedited appeal*. The plan will advise the *member* at the time it denies the claim that the *member* can file an *expedited appeal*. If the *member* has filed for an *expedited appeal*,

the *member* may also file for an expedited external review (see "Simultaneous urgent claim, *expedited appeal* and external review").

**Written Appeal Response**
*Appeal* response letters will be written in a manner to be understood by the *member* and the notification shall include the specific reasons for the denial, determination, or initiation of disenrollment.

Our written decision (for an *adverse benefit determination appeal*) will include:

a) The disposition of and the specific reason or reasons for the decision in clear terms and the medical rationale for the decision, if applicable;
b) Any corrective action taken on the *appeal*;
c) The titles and qualifying credentials of the persons involved in making the decision;
d) A statement of the reviewer's understanding of the issues;
e) Reference to the evidence or documentation used as the basis for the decision
f) Reference to the specific plan or *contract* provision on which the determination is based;
g) A statement that the *member* is entitled to receive, upon request and free of charge, reasonable access to and, copies of all documents, records and other information relevant to the *member's* issue;
h) If an internal rule, guideline, protocol or other similar criterion was relied upon in making the *adverse benefit 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 benefit determination* and that a copy of the rule, guideline, protocol or other similar criterion will be provided free of charge to the *member* upon request;
i) If the *adverse benefit determination* is based on *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 the *member's* medical circumstances or a statement that such explanation will be provided free of charge upon request;
j) A description of the procedures for obtaining an external review of the *final internal adverse benefit determination*; and
k) If applicable:
    1. 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*;
    2. The date of service;
    3. The health care *provider's* name;
    4. The claim amount;
    5. The diagnosis and procedure codes with their corresponding meanings, or an explanation that the diagnosis and/or procedure codes are available upon request;
    6. Ambetter from WellCare of New Jersey's denial code with corresponding meaning;
    7. A description of any standard used, if any, in denying the claim;
    8. A description of the external review procedures, if applicable;
    9. The right to bring a civil action under state or federal law;
    10. A copy of the form that authorizes Ambetter from WellCare of New Jersey to disclose protected health information, if applicable;

11. That assistance is available by contacting the Department of Banking and Insurance, if applicable; and
12. A culturally linguistic statement based upon the *member's* county or state of *residence* that provides for oral translation of the *adverse benefit determination*, if applicable.

**Complaints received from the State Department of Banking and Insurance**
The commissioner may require *us* to treat and process any *complaint* received by the State Department of Banking and Insurance by, or on behalf of, a *member* as a *complaint* as appropriate. We will process the State Department of Banking and Insurance *complaint* as a *complaint* when the commissioner provides Us with a written description of the *complaint*.

**Ombudsman Complaints**
The Office of the Insurance Ombudsman is a consumer advocacy unit within the New Jersey Department of Banking and Insurance. The Ombudsman's office works closely with the Office of Consumer Protection Services. A *member* may file a complaint with the Ombudsman if the *member* has a reasonable cause to believe that Ambetter from WellCare of New Jersey has failed or refuses to settle a claim in accordance with the provisions of the insurance contract or has engaged in any practice that violates state laws. However, the *member* must first exhaust Ambetter's internal appeals process, if applicable, prior to requesting the assistance of the Ombudsman.

*Member's* seeking review of a disputed claim may file a complaint with the Ombudsman in any form (no formal appeal forms to complete). *Member* should submit a copy of Ambetter's written documentation, including the denial letter and internal *appeal* findings, as well as any pertinent documentation that may support the position that the claim was not settled properly. Complaints can be sent to:

**The Office of Insurance Claims Ombudsman**
20 West State Street
P.O. Box 472
Trenton, NJ 08625-0472
Telephone: (800) 446-7467
Telefax: (609) 292-2431
E-mail: ombudsman@dobi.state.nj.us

**External Appeal Review**
An external appeal review decision is binding on Us and the *member*, except to the extent that other remedies are available to either party under State or Federal law. The *member* and any *health care provider* acting on behalf of a *member*, with the *member's* consent, may appeal a *final internal adverse benefit determination*, except where the *adverse benefit determination* was based on a determination of *member* ineligibility, including rescission, or the application of a contract exclusion or limitation not relating to medical necessity, to an Independent Utilization Review Organization (IURO).

An external appeal review request should be mailed to the following address:

**Department of Banking and Insurance**
**Consumer Protection Services**
**Office of Managed Care**
P.O. Box 329
Trenton, New Jersey 08625-0329
(888) 393-1062

**Cost and Minimums for External Appeal Reviews**
The *member* or *health care provider* acting on behalf of a *member* will be assessed a fee of twenty-five dollars ($25) for the external appeal review which will be completed by to an IURO. The filing fee is payable by check or money order to the "New Jersey Department of Banking and Insurance." The fee will be waived upon IURO determination of financial hardship. The annual cost for external appeal reviews will not exceed seventy-five dollars ($75).

Financial hardship may be demonstrated by the *member* through evidence that one or more members of the household is receiving assistance or benefits under the Pharmaceutical Assistance to the Aged and Disabled, Medicaid, NJ FamilyCare, General Assistance, SSI or New Jersey Unemployment Assistance.

**Note:** Filing fee(s) will be refunded to the *member* or *health care provider* if the *final internal adverse benefit determination* is reversed by the IURO.

**Applicability/Eligibility**
The external appeal review procedures apply to:

a) Any *hospital* or medical policy or certificate; excluding accident only or disability income only insurance; or
b) Conversion plans.

After exhausting the internal *appeal* process, the member has four (4) months to make a written request to the Complaints and Appeals Department for an external appeal review after the date of receipt of *our* internal response.

a) The internal *appeal* process must be exhausted before the member may request an external appeal review unless the member files a request for an expedited external appeal 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;
b) Ambetter from WellCare of New Jersey must allow a member to make a request for an expedited external appeal review with the plan at the time the member receives:
    1. An *adverse benefit determination* if the determination involves a medical condition of the member for which the timeframe for completion of an internal *appeal* would seriously jeopardize the life or health of the member or would jeopardize the member's ability to regain maximum function and the member has filed a request for an internal *expedited appeal*; and
    2. A *final internal adverse benefit determination*, if the member has a medical condition where the timeframe for completion of a standard external appeal review would seriously jeopardize the life or health of the member or would jeopardize the member's 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 the member received *emergency* services, but has not been discharged from a Facility; and

c) Members may request an expedited external appeal review at the same time the internal *expedited appeal* is requested and an IURO will determine if the internal *expedited appeal* needs to be completed before proceeding with the expedited external appeal review.

An external appeal review is available for *appeals* that involve 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.

**External Appeal Review Process**

a) The Department of Banking and Insurance (Department) will assign an external appeal to one of the approved IUROs on a random basis. The Commissioner reserves the right to deny any assignment to any IURO if, in his or her determination, such an assignment would result in a conflict of interest or would otherwise create an appearance of impropriety;
b) Upon receipt of the request for appeal from the Department, the IURO will conduct a preliminary review of the appeal and accept it for processing if it determines that:
    1. The individual was or is a *member* of Ambetter from WellCare of New Jersey;
    2. The service which is the subject of the complaint or appeal reasonably appears to be a covered service under the benefits provided by contract to the member;
    3. The member has fully complied with the internal appeal process available (except if Ambetter from WellCare of New Jersey fails to comply with any of the deadlines for completion of the internal *adverse benefit determination* appeals); and
    4. The *member* provided all information required by the IURO and the Department, including the appeal form and a copy of any information provided by Ambetter from WellCare of New Jersey regarding its decision to deny, reduce or terminate the covered service, and a fully executed release to obtain any necessary medical records from Ambetter from WellCare of New Jersey and any other relevant *health care provider*, to make a preliminary determination;
c) Upon completion of the preliminary review, the IURO shall immediately notify the member and/or *health care provider* in writing as to whether the appeal has been accepted for processing and if not so accepted;
d) The IURO will also notify the *member* and/or *health care provider* of his or her right to submit in writing, within five (5) business days of the *member's* or *health care provider's* receipt of the notice of acceptance of his or her appeal, any additional information to be considered in the IURO's review;
e) The IURO shall provide Ambetter from WellCare of New Jersey with any such additional information within one (1) business day of receipt of the information;
f) Upon acceptance of the appeal for processing, the IURO shall conduct a full review to determine whether, as a result of Ambetter from WellCare of New Jersey *final internal adverse benefit determination*, the *member* was deprived of coverage of medically necessary covered services. In reaching this determination the IURO shall take into consideration all pertinent medical records, consulting physician reports and other documents submitted by the parties, any applicable, generally accepted practice

guidelines developed by the Federal government, national or professional medical societies, boards and associations, and any applicable clinical protocols and/or practice guidelines developed by Ambetter from WellCare of New Jersey;

g) The IURO shall refer all appeals for full review to an expert physician in the same specialty or area of practice who would generally manage the type of treatment that is the subject of the appeal. All final decisions of the IURO shall be approved by the medical director of the IURO, who shall be a physician licensed to practice in New Jersey;
h) The IURO shall complete its review and issue its decision as soon as possible in accordance with the medical exigencies of the case which in no event shall exceed forty-five (45) days from receipt of the request for IURO review;
    1. If the appeal involves care for an urgent or emergency case, an admission, availability of care, continued stay, health care services for which the claimant received emergency services but has not been discharged from a Facility or involves a medical condition for which the standard external review time frame would seriously jeopardize the life or health of the covered person or jeopardize the covered person's ability to regain maximum function, the IURO shall complete its review within no more than 48 hours following its receipt of the appeal. If the IURO's determination of the appeal provided within no more than 48 hours was not in writing, the IURO shall provide written confirmation of its determination within 48 hours of providing the verbal determination.
    2. If the IURO determines that the member was deprived of coverage of medically necessary covered services, the IURO shall advise the *member* and/or *health care provider* who filed the appeal, Ambetter from WellCare of New Jersey and the Department, as to the appropriate covered health care services the member should receive.
i) The IURO's determination shall be binding on Ambetter from WellCare of New Jersey and the *member*, except to the extent that other remedies are available to either party under State or Federal law. Ambetter from WellCare of New Jersey shall provide benefits (including authorization of a service or supply and payment on the claim) pursuant to the IURO's determination and comply with the IURO's determination without delay, but no later than ten (10) business days from receipt of the IURO's determination, regardless of whether Ambetter from WellCare of New Jersey intends to seek judicial review of the external review decision, unless there is a judicial decision stating otherwise. (Ambetter from WellCare of New Jersey shall provide benefits to comply with the IURO's decision sooner if the medical exigencies of the case warrant a more rapid response.)

**Expedited External Appeal Review**
An external *expedited appeal review* should be submitted directly to the Department of Banking and Insurance.

An expedited external appeal review request should be sent to:

**Department of Banking and Insurance**
**Consumer Protection Services**
**Office of Managed Care**
P.O. Box 329
Trenton, New Jersey 08625-0329
(888) 393-1062

Ambetter will allow a *member* to make a request for an expedited external appeal review with the plan at the time the *member* receives:

a) An *adverse benefit determination* if the determination involves a medical condition of the *member* for which the timeframe for completion of an internal *expedited appeal* would seriously jeopardize the life or health of the *member* or would jeopardize the *member's* ability to regain maximum function and the *member* has filed a request for an internal *expedited appeal*; and
b) A *final internal adverse benefit determination*, if the *member* has a medical condition where the timeframe for completion of a standard external review would seriously jeopardize the life or health of the *member* or would jeopardize the *member's* 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 the *member* received emergency services, but has not been discharged from a Facility.

An *expedited external appeal review* shall be resolved as expeditiously as the *claimant*'*s* health condition requires but not more than 48 hours after receipt of the *appeal*.

**Complaint and appeal filing and key communication timelines**

| | Timely Filing | Acknowledgment | Resolution | Allowable Extension |
|---|---|---|---|---|
| Standard Complaint | 180 Calendar Days | 5 Business Days | 30 Calendar Days | N/A |
| Standard Appeal | 180 Calendar Days | 10 Business Days | 20 Calendar Days | 14 Calendar Days |
| Expedited Appeal | 180 Calendar Days | N/A | 72 Hours | N/A |
| External Review | 4 Months | N/A | 45 Calendar Days | N/A |
| Expedited External Review | 4 Months | Immediately | 48 hours | N/A |

The *member* may also view their complaint and appeal information in their Member Secure Portal.

## CONTINUATION OF CARE

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

We shall assure continued coverage of covered services at the contract rate by a terminated health care professional for up to four months in cases where it is Medically Necessary and Appropriate for the Covered Person to continue treatment with the terminated health care professional and in certain cases of active treatment for up to 90 days, as described below.

In case of a Covered Person in active treatment for a health condition for which the Provider attests that discontinuing care by the Provider would worsen the Covered Person's condition or interfere with anticipated outcomes, coverage of the terminated Provider shall continue for the duration of the treatment, or up to 90 days, whichever occurs first.

In case of pregnancy of a Covered Person, coverage of services for the terminated health care professional shall continue to the postpartum evaluation of the Covered Person, up to six weeks after the delivery. With respect to pregnancy, Medical Necessity and Appropriateness shall be deemed to have been demonstrated.

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

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

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

Services shall be provided to the same extent as provided while the health care professional was employed by or under contact with Us. Reimbursement for services shall be pursuant to the same schedule used to reimburse the health care professional while the health care professional was employed by or under contract with Us.

If a Covered Person is admitted to a health care Facility on the date this Policy is terminated, We shall continue to provide benefits for the Covered Person until the date the Covered Person is discharged from the facility.

We shall not continue services in those instances in which the health care professional has been terminated based upon the opinion of Our medical director that the health care professional is an

imminent danger to a patient or to the public health, safety and welfare, a determination of fraud or a breach of contract by a health care professional. The Determination of the Medical Necessity and Appropriateness of a Covered Person's continued treatment with a health care professional shall be subject to the appeal procedures set forth in this Policy. We shall not be liable for any inappropriate treatment provided to a Covered Person by a health care professional who is no longer employed by or under contract with Us.

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

## HEALTH BENEFITS INSURANCE

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

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

## BENEFIT PROVISION

The Schedule lists Copayments, Deductible Amounts, and/or Coinsurance as well as Maximum Out-of-Pocket Amounts. These terms are explained below.

### Copayment

The Schedule lists the Copayment(s) that apply to specific services and supplies. The applicable Copayment must be paid each time a Covered Person receives a service or supply for which a Copayment is required.

### Deductible Credit

For the first Calendar Year of this Policy, a Covered Person will receive credit for any Deductible amounts satisfied under previous coverage within the same Calendar Year that Your first Calendar Year starts under this Policy provided there has been no lapse in coverage between the previous coverage and this Policy.

This credit will be applied whether Your previous coverage was under a plan with Us or with another carrier. You will be required to provide Us with adequate documentation of the amounts satisfied.

**Note:** There is no Coinsurance credit from previous coverage unless the Covered Person is entitled to a cost sharing reduction under Federal law and as a result of an eligibility change replaces a prior policy issued by Us with this Policy where both policies have the same classification of coverage and provided there has been no lapse in coverage between the previous policy and this Policy. In addition, there is no Deductible or Coinsurance carryover into the next Calendar Year.

### Benefits From Other Plans

The benefits We will pay will be affected by a Covered Person's being covered by or Eligible for Medicare or Entitled to Medicare. Read the provision **Effect of Medicare** on an Individual Health Benefits Plan to see how this works.

### Impact of the Consolidated Appropriations Act (CAA) on Copayments, Deductible Amounts, and/or Coinsurance, Maximum Out-of-Pocket Amounts and Balance Billing

<u>Emergency Services</u>

If a Covered Person receives emergency services at a Hospital or independent freestanding emergency department, the Covered Person's liability for services rendered by an out-of-network Provider is limited to the network level Copayment, deductible, Coinsurance and maximum out-of-pocket. The Covered Person cannot be balance billed for the services.

Except as stated below, the Covered Person's liability for post-stabilization emergency services is also limited to the network level Copayment, deductible, Coinsurance and maximum out-of-pocket.

**Exception:** If **all** the following conditions are met, the out-of-network Provider may balance bill for the services:

a) The Covered Person's treating Practitioner determines that the Covered Person's medical condition would allow non-medical or non-emergency transportation to a Network Provider located within a reasonable travel distance;
b) The Covered Person's treating Practitioner determines the Covered Person is in a condition to receive notice and provide informed consent; and
c) The out-of-network Provider provides the Covered Person with written notice as required by the CAA and obtains consent to balance bill.

Non-Emergency Services by Out-of-Network Practitioners at Network Facilities
If a Covered Person receives services at a network Hospital, including Hospital Outpatient department, critical access Hospital or an Ambulatory Surgical Center, the Covered Person's liability for the following types of services will be limited to the network level Copayment, deductible, Coinsurance and maximum out-of-pocket. The Covered Person cannot be balance billed for the services.

a) Services and supplies related to emergency medicine, anesthesiology, pathology, radiology, neonatology
b) Services and supplies provided by assistant surgeons, hospitalists and intensivists Diagnostic Services, including radiology and laboratory services
c) Services and supplies provided by an out-of-network Practitioner if there is no network Practitioner who can provide the service or supply at the Facility.

<u>Air Ambulance</u>
If a Covered Person receives covered air ambulance services the Covered Person's liability for such services rendered by an out-of-network air ambulance Provider is limited to the network level Copayment, deductible, Coinsurance and maximum out-of-pocket. The Covered Person cannot be balance billed for the services.

## COVERED CHARGES

This section lists the types of charges We will consider as Covered Charges. But what We will pay is subject to all the terms of this Policy. Read the entire Policy to find out what We limit or exclude.

### Hospital Charges

We cover charges for Hospital room and board and Routine Nursing Care when it is provided to a Covered Person by a Hospital on an Inpatient basis. But We limit what We pay each day to the room and board limit shown in the Schedule. And We cover other Medically Necessary and Appropriate Hospital services and supplies provided to a Covered Person during the Inpatient confinement.

Except as stated below, We cover charges for Inpatient care for:

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

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

As an **exception** to the Medically Necessary and Appropriate requirement of this Policy, We also provide coverage for the mother and newly born child for:

a) a minimum of 48 hours of Inpatient care in a Hospital following a vaginal delivery; and
b) a minimum of 96 hours of Inpatient Hospital care following a cesarean section.

We provide childbirth and newborn care coverage subject to the following:

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

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

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

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

### Emergency and Urgent Care Services

Coverage for Emergency and Urgent Care includes coverage of trauma services at any designated level I or II trauma center as Medically Necessary and Appropriate, which shall be continued at least until, in the judgement of the attending physician, the Covered Person is medically stable, no longer requires critical care, and can be safely transferred to another Facility. We also provide coverage for a medical screening examination provided upon a Covered Person’s arrival in a Hospital, as required to be performed by the Hospital in accordance with Federal law, but only as necessary to determine whether an emergency medical condition exists. Please note that the “911” emergency response system may be used whenever a Covered

Person has a potentially life-threatening condition. Information on the use of the "911" system is included on the identification card.

**Pre-Admission Testing Charges**
We cover pre-admission x-ray and laboratory tests needed for a planned Hospital admission or Surgery. We only cover these tests if the tests are done on an Outpatient basis within seven days of the planned admission or Surgery.

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

**Extended Care or Rehabilitation Charges**
Subject to Our Pre-Approval, We cover charges up to the daily room and board limit for room and board and Routine Nursing Care shown in the Schedule, provided to a Covered Person on an Inpatient basis in an Extended Care Center or Rehabilitation Center. Charges above the daily room and board limit are a Non-Covered Charge.

And We cover all other Medically Necessary and Appropriate services and supplies provided to a Covered Person during the confinement. But the confinement must:

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

**Home Health Care Charges**
Subject to Our Pre-Approval, when home health care can take the place of Inpatient care, We cover such care furnished to a Covered Person under a written home health care plan. We cover all Medically Necessary and Appropriate services or supplies, such as:

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

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

a. The Covered Person's Practitioner must certify that home health care is needed in place of Inpatient care in a recognized Facility. Home health care is covered only in situations where continuing hospitalization or confinement in a Skilled Nursing Facility or Rehabilitation Center would otherwise have been required if Home Health Care were not provided.
b. The services and supplies must be:
    1. ordered by the Covered Person's Practitioner;

2. included in the home health care plan; and
3. furnished by, or coordinated by, a Home Health Agency according to the written home health care plan.

   The services and supplies must be furnished by recognized health care professionals on a part-time or intermittent basis, except when full-time or 24-hour service is needed on a short-term (no more than three-day) basis.

c. The home health care plan must be set up in writing by the Covered Person's Practitioner within 14 days after home health care starts. And it must be reviewed by the Covered Person's Practitioner at least once every 60 days.
d. We do not pay for:
   1. services furnished to family members, other than the patient; or
   2. services and supplies not included in the home health care plan.

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

**Private Duty Nursing Care**
We **only** cover charges by a Nurse for Medically Necessary and Appropriate Private Duty Nursing care if such care is authorized as part of a written home health care plan, coordinated by a Home Health Agency, and covered under the **Home Health Care Charges** section. Any other charges for Private Duty Nursing care are a Non-Covered Charge.

**Practitioner's Charges for Non-Surgical Care and Treatment**
We cover Practitioner's charges for the Medically Necessary and Appropriate non-surgical care and treatment of an Illness or Injury.

**Practitioner's Charges for Surgery**
We cover Practitioner's charges for Medically Necessary and Appropriate Surgery.

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

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

**Practitioner’s Charges for Telehealth and/or Telemedicine**
If a Network Practitioner provides Medically Necessary and Appropriate services through Telehealth and/or Telemedicine that are consistent with the requirements of N.J.S.A.45:1-61 to 66. We cover such Network Practitioner's charges for services provided through Telehealth and/or Telemedicine.

**Second Opinion Charges**
We cover Practitioner's charges for a second opinion and charges for related x-rays and tests when a Covered Person is advised to have Surgery or enter a Hospital. If the second opinion differs from the first, We cover charges for a third opinion. We cover such charges if the Practitioners who give the opinions:

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

**Dialysis Center Charges**
We cover charges made by a dialysis center for covered dialysis services.

**Ambulatory Surgical Center Charges**
We cover charges made by an Ambulatory Surgical Center in connection with covered Surgery.

**Hospice Care Charges**
Subject to Our Pre-Approval, We cover charges made by a Hospice for palliative and supportive care furnished to a terminally Ill or terminally Injured Covered Person under a Hospice care program.

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

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

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

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

The services and supplies must be:
a) needed for palliative and supportive care;
b) ordered by the Covered Person's Practitioner;
c) included in the Hospice care program; and
d) furnished by or coordinated by a Hospice.

We do not pay for:
a) services and supplies provided by volunteers or others who do not regularly charge for their services;
b) funeral services and arrangements;
c) legal or financial counseling or services;
d) treatment not included in the Hospice care plan; or
e) services supplied to family persons who are not Covered Persons.

**Mental Health Conditions or Substance Use Disorder**

Except as stated below for the treatment of Substance Use Disorder, We cover treatment for Mental Health Conditions or Substance Use Disorder subject to the Same Terms and Conditions as apply to other medical or surgical benefits if such treatment is prescribed by a Network Provider.

We provide benefits for the treatment of Substance Use Disorder at Network Facilities subject to the following:

a) the prospective determination of Medically Necessary and Appropriate is made by the Covered Person's Practitioner for the first 180 days of treatment during each Calendar Year and for the balance of the Calendar Year the determination of Medically Necessary and Appropriate is made by Us;
b) pre-authorization or Pre-Approval are not required for the first 180 days of inpatient and/or outpatient treatment during each Calendar Year but may be required for inpatient treatment for the balance of the Calendar Year;
c) concurrent and retrospective review are not required for the first 28 days of inpatient treatment during each Calendar Year but concurrent and retrospective review may be required for the balance of the Calendar Year;
d) retrospective review is not required for the first 28 days of intensive outpatient and partial hospitalization services during each Calendar Year but retrospective review may be required for the balance of the Calendar Year;
e) retrospective review is not required for the first 180 days of outpatient treatment including outpatient prescription drugs, during each Calendar Year but retrospective review may be required for the balance of the Calendar Year; and
f) if no Network Facility is available to provide inpatient services We shall approve an in-plan exception and provide benefits for inpatient services at a non-Network Facility.

The first 180 days per Calendar Year assumes 180 inpatient days whether consecutive or intermittent. Extended outpatient services such as partial hospitalization and intensive outpatient are counted as inpatient days. Any unused inpatient days may be exchanged for two outpatient visits.

Inpatient or day treatment may be furnished by any Network Provider that is licensed, certified or State approved Facility, including but not limited to:

a) a Hospital;
b) a detoxification Facility licensed under New Jersey P.L. 1975, Chapter 305;
c) a licensed, certified or state approved residential treatment Facility under a program which meets the minimum standards of care of The Joint Commission;
d) a Mental Health Facility;
e) a Substance Use Disorder Facility; or
f) a combination Mental Health Facility and Substance Use Disorder Facility.

Behavioral health crisis intervention services provided by New Jersey's statewide mobile behavioral health crisis response team are covered.

**Maternity Care**

This Policy pays for pregnancies and associated maternity care the same way We would cover an Illness. Maternity care includes medically necessary prenatal and postpartum visits, laboratory and imaging services.

The charges We cover for a newborn child are explained below.

**Birthing Center Charges**
We cover Birthing Center charges made by a Practitioner for pre-natal care, delivery, and post-partum care in connection with a Covered Person's pregnancy. We cover charges up to the daily room and board limit for room and board shown in the Schedule when Inpatient care is provided to a Covered Person by a Birthing Center. But charges above the daily room and board limit are a Non-Covered Charge.

We cover all other Medically Necessary and Appropriate services and supplies during the confinement.

**Breastfeeding Support Charges**
We cover charges for lactation support, counseling and consultation and the rental or purchase of breastfeeding equipment as described in this provision, and subject to the requirements of P.L. 2019, c. 343. Coverage is provided in conjunction with each birth and continues for the entire period of breastfeeding. Charges covered under this provision are not subject to the Cash Deductible or Coinsurance or Copayment, if any.

We cover breastfeeding equipment as follows:

a) Purchase of single user breast pump which can be a double electric breast pump, or if requested by the Covered Person a manual pump. Such coverage does not require a prescription for the equipment nor are pre-authorization or evidence of medical necessity required. We also cover necessary repairs or replacement of the pump.
b) Rental or purchase of a multi-user breast pump, as recommended by a Practitioner who is a licensed health care provider. We may require a letter of medical necessity from a Practitioner.
c) Purchase of two breast pump kits; appropriate size breast pump flanges and other lactation accessories as recommended by a Practitioner.

We cover lactation counseling and lactation consultation without pre-authorization, referral or prescription as follows:

a) In person, one-on-one services at a hospital, office, home or any other location.
b) Telephonic lactation assistance in addition to the services described in item a) above.
c) Group lactation counseling including educational classes and support groups, in addition to the services described in item a) above.

**Benefits for a Covered Newborn Child**
We cover charges for the child's routine nursery care while he or she is in the Hospital or a Birthing Center. Charges are covered up to a maximum of 7 days following the date of birth.

This includes:

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

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

**Abortion**
We cover the cost of abortion care, including the cost of medication or surgical abortion.

**Anesthetics and Other Services and Supplies**
We cover anesthetics and their administration; hemodialysis, casts; splints; and surgical dressings. We cover the initial fitting and purchase of braces, trusses, orthopedic footwear and crutches We cover Medically Necessary and Appropriate replacements or repairs for braces, trusses, orthopedic footwear and crutches.

**Blood**
Unless otherwise provided in the **Charges for the Treatment of Hemophilia** section below, We cover blood, blood products, blood transfusions and the cost of testing and processing blood. But We do not pay for blood which has been donated or replaced on behalf of the Covered Person.

**Charges for the Treatment of Hemophilia**
We cover Medically Necessary and Appropriate home treatment services for bleeding episodes associated with hemophilia including the purchase of blood products and blood infusion equipment.

We will cover the services of a clinical laboratory at a Hospital with a state-designated outpatient regional care center regardless of whether the Hospital's clinical laboratory is a Network Provider if the Covered Person's Practitioner determines that the Hospital's clinical laboratory is necessary because: a) the results of laboratory tests are medically necessary immediately or sooner than the normal return time for Our network clinical laboratory; or b) accurate test results need to be determined by closely supervised procedures in venipuncture and laboratory techniques in controlled environments that cannot be achieved by Our network clinical laboratory.

We will pay the Hospital's clinical laboratory for the laboratory services at the same rate We would pay a Network clinical laboratory for comparable services.

**Ambulance Charges**
We cover Medically Necessary and Appropriate charges for transporting a Covered Person to:

a) a local Hospital if needed care and treatment can be provided by a local Hospital;
b) the nearest Hospital where needed care and treatment can be given, if a local Hospital cannot provide such care and treatment. But it must be connected with an Inpatient confinement; or
c) transporting a Covered Person to another Inpatient health care Facility.

It can be by professional Ambulance service, train or plane. But We do not pay for chartered air flights. And We will not pay for other travel or communication expenses of patients, Practitioners, Nurses or family members.

**Durable Medical Equipment**
Subject to Our Pre-Approval, We cover charges for the rental of Durable Medical Equipment needed for therapeutic use. At Our option, and with Our Pre-Approval, We may cover the

purchase of such items when it is less costly and more practical than rental. But We do not pay for:

a) replacements or repairs; or
b) the rental or purchase of items such as air conditioners, exercise equipment, saunas and air humidifiers which do not fully meet the definition of durable medical equipment.

Items such as walkers and wheelchairs are examples of Durable Medical Equipment that are also habilitative devices.

**Orthotic or Prosthetic Appliances**
We pay benefits for Covered Charges incurred in obtaining an Orthotic Appliance or a Prosthetic Appliance if the Covered Person's Practitioner determines the appliance is medically necessary.

We also pay benefits for Covered Charges incurred in obtaining an additional Orthotic or Prosthetic Appliance if the Covered Person's Practitioner determines that the additional appliance is necessary to enable the Covered Person to engage in physical and recreational activities, including running, bicycling, swimming, climbing, skiing, snowboarding, and team and individual sports.

The Orthotic Appliance or Prosthetic Appliance may be obtained from any licensed orthotist or prosthetist, licensed podiatrist, or any certified pedorthist.

The deductible, coinsurance or copayment as applicable to a physician visit to a non-specialist doctor for treatment of an Illness or Injury will apply to the Orthotic Appliance or Prosthetic Appliance.

The Orthotic Appliance or Prosthetic Appliance may be obtained from any licensed orthotist or prosthetist or any certified pedorthist.

Benefits for the appliances will be provided to the same extent as other Covered Charges under the Policy.

**Treatment of Wilm's Tumor**
We pay benefits for Covered Charges incurred for the treatment of Wilm's tumor in a Covered Person. We treat such charges the same way We treat Covered Charges for any other Illness. Treatment can include, but is not limited to, autologous bone marrow transplants when standard chemotherapy treatment is unsuccessful. We pay benefits for this treatment even if it is deemed Experimental or Investigational. What We pay is based on all of the terms of this Policy.

**Procedures and Prescription Drugs to Enhance Fertility**
Subject to Pre-Approval, We cover charges for: artificial insemination; and standard dosages, lengths of treatment and cycles of therapy of Prescription Drugs used to stimulate ovulation for artificial insemination or for unassisted conception. The Prescription Drugs noted in this section are subject to the terms and conditions of the **Prescription Drugs** section of this Policy.

**Nutritional Counseling**

Subject to Our Pre-Approval, We cover charges for nutritional counseling for the management of disease entities which have a specific diagnostic criteria that can be verified. The nutritional counseling must be prescribed by a Practitioner and provided by a Practitioner.

**Food and Food Products for Inherited Metabolic Diseases**
We cover charges incurred for the therapeutic treatment of inherited metabolic diseases, including the purchase of medical foods (enteral formula) and low protein modified food products as determined to be medically necessary by the Covered Person's Practitioner.

For the purpose of this benefit:

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

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

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

**Specialized Infant Formulas**
We cover specialized non-standard infant formulas to the same extent and subject to the same terms and conditions as coverage is provided under this Policy for Prescription Drugs. We cover specialized non-standard infant formulas provided:

a) The child's Practitioner has diagnosed the child as having multiple food protein intolerance and has determined the formula to be medically necessary; and
b) The child has not been responsive to trials of standard non-cow milk-based formulas, including soybean and goat milk.

We may review continued Medical Necessity and Appropriateness of the specialized infant formula.

**Donated Human Breast Milk**
We cover pasteurized donated human breast milk for Covered Persons under the age of six months subject to the following conditions:

a) The Covered Person is medically or physically unable to receive maternal breast milk or participate in breast feeding, or the Covered Person's mother is medically or physically unable to produce breast milk in sufficient quantities or participate in breast feeding despite optimal lactation support; and
b) The Covered Person's Practitioner issued an order for the donated human breast milk.

We also cover pasteurized donated human breast milk as ordered by the Covered Person's Practitioner for Covered Persons under the age of six months if the Covered Person meets any of the following conditions:

a) A body weight below healthy levels determined by the Covered Person's Practitioner;

b) A congenital or acquired condition that places the Covered Person at a high risk for development of necrotizing enterocolitis; or
c) A congenital or acquired condition that may benefit from the use of donor breast milk as determined by the New Jersey Department of Health.

As used in this provision, pasteurized donated human breast milk means milk obtained from a human milk bank that meets the quality guidelines established by the New Jersey Department of Health. If there is no supply of human breast milk that meets such guidelines there will be no coverage under this provision.

The pasteurized donated human breast milk may include human milk fortifiers if indicated by the Covered Person's Practitioner.

**X-Rays and Laboratory Tests**
We cover x-rays and laboratory tests which are Medically Necessary and Appropriate to treat an Illness or Injury. But, except as covered under this Policy's **Preventive Care** section, We do not pay for x-rays and tests done as part of routine physical checkups.

**Prescription Drugs**
Subject to Our Pre-Approval, for certain Prescription Drugs We cover drugs to treat an Illness or Injury which require a Practitioner's prescription. Maintenance Drugs may be obtained from a Participating Mail Order Pharmacy. Under this Policy We only cover drugs which are:
a) approved for treatment of the Covered Person's Illness or Injury by the Food and Drug Administration;
b) approved by the Food and Drug Administration for the treatment of a particular diagnosis or condition other than the Covered Person's and recognized as appropriate medical treatment for the Covered Person's diagnosis or condition in one or more of the following established reference compendia:
    1. The American Hospital Formulary Service Drug Information;
    2. The United States Pharmacopeia Drug Information; or
c) recommended by a clinical study or recommended by a review article in a major peer-reviewed professional journal.

Coverage for the above drugs also includes medically necessary services associated with the administration of the drugs.

As explained in the **Orally Administered Anti-Cancer Prescription Drugs** provision below additional benefits for such prescription drugs may be payable.

In no event will We pay for:
a. drugs labeled: "Caution - Limited by Federal Law to Investigational Use"; or
b. any drug which the Food and Drug Administration has determined to be contraindicated for the specific treatment for which the drug has been prescribed, except as stated above.

And We exclude drugs that can be bought without a prescription, even if a Practitioner orders them.

We have identified certain Prescription Drugs including Specialty Pharmaceuticals for which Pre-Approval is required. We will provide the list of Prescription Drugs for which Pre-Approval is required to You prior to enforcing the Pre-Approval requirement. We will give at least 30 days advance written notice to You before adding a Prescription Drug to the list.

A Covered Person must pay the appropriate Copayment for each Prescription Drug each time it is dispensed by a Participating Pharmacy or by a Participating Mail Order Pharmacy. The Copayment must be paid before the Policy pays any benefit for the Prescription Drug. The Copayment for each prescription or refill which is not obtained through the Mail Order Program is shown in the Schedule.

After the Copayment is paid, Ambetter from WellCare of New Jersey will pay the Covered Charge in excess of the Copayment for each Prescription Drug dispensed by a Participating Pharmacy or by a Participating Mail Order Pharmacy while the Covered Person is insured. What Ambetter from WellCare of New Jersey pays is subject to all the terms of the Policy.

The Policy only pays benefits for Prescription Drugs which are:

a) prescribed by a Practitioner (except for insulin);
b) dispensed by a Participating Pharmacy or by a Participating Mail Order Pharmacy; and
c) needed to treat an Illness or Injury Covered under this Policy.

Such charges will not include charges made for more than:

a) a 90-day supply for each prescription or refill which is not obtained through the Mail Order Program where the Copayment is calculated based on the multiple of 30-day supplies received;
b) a 90-day supply of a Maintenance Drug obtained through the Mail Order Program where the Copayment is the Copayment specified for a 90-day supply; and
c) the amount usually prescribed by the Covered Person's Practitioner.

A charge will be considered to be incurred at the time the Prescription Drug is received.

Ambetter from WellCare of New Jersey will not restrict or prohibit, directly or indirectly, a Participating Pharmacy or a Participating Mail Order Pharmacy from charging the Covered Person for charges that are in addition to charges for the Prescription Drug, for dispensing the Prescription Drug or for prescription counseling provided such other charges have been approved by the New Jersey Board of Pharmacy, and the amount of the charges for the additional services and the purchaser's out-of-pocket cost for those services has been disclosed to the Covered Person prior to dispensing the drug.

**Specialty Pharmaceuticals Split Fill Program**

Select Specialty Drugs will be eligible for a split fill when a new prescription that will be filled at a specialty Pharmacy is prescribed. Under the split fill program an initial prescription will be dispensed in two separate amounts. The first shipment will be for a 15-day supply. The Covered Person will be contacted prior to dispensing the second 15-day supply in order to evaluate necessary clinical intervention due to medication side effects that may require a dose modification or discontinuation of the medication. The split-fill process will continue for the first 90 days the Covered Person takes the medication. The Covered Person’s cost share (Copayment) amounts will be prorated to align with the quantity dispensed with each fill. If the Covered

Person does not wish to have a split fill of the medication, he or she may decline participation in the program. For those Covered Persons the Specialty Pharmacy will ship the full prescription amount and charge the Covered Person the cost share for the medication dispensed. Alternatively, the Covered Person may obtain the medication at a retail Pharmacy.

**Supplies to Administer Prescription Drugs**
We cover Medically Necessary and Appropriate supplies which require a prescription, are prescribed by a Practitioner, and are essential to the administration of the Prescription Drug.

**Orally Administered Anti-Cancer Prescription Drugs**
As used in this provision, orally administered anti-cancer prescription drugs means Prescription Drugs that are used to slow or kill the growth of cancerous cells and are administered orally. Such anti-cancer Prescription Drugs does not include those that are prescribed to maintain red or white cell counts, those that treat nausea or those that are prescribed to support the anti-cancer prescription drugs. Any such Prescription Drugs are covered under the Prescription Drugs provision of the Policy.

**Note:** Coverage is provided in accordance with New Jersey state law and prescribed orally administered anticancer medications are covered no less favorably than intravenously administered or injected cancer medications.

**Contraceptives**
We cover prescription contraceptives which require a Practitioner's prescription and which are approved by the United States Food and Drug Administration for that purpose.

In addition, We cover over-the-counter contraceptive drugs which are approved by the United States Food and Drug Administration for that purpose without a prescription.

a) We cover the following services, drugs, devices and procedures when obtained from or provided by network providers:
    1. Contraceptive drugs, devices or products approved by the United States Food and Drug Administration; or
    2. Therapeutic equivalents of contraceptive drugs, devices or products that are approved by the United States Food and Drug Administration.
    3. The medical necessity for contraceptive drugs, devices or products shall be as determined by the Covered Person’s Practitioner.
b) Voluntary sterilization of a Covered Person whether male or female;
c) Patient education and counseling on contraception for a Covered Person;
d) Services related to the administration and monitoring of drugs, devices, products and services covered under this Contraceptives provision, including, but not limited to:
    1. Management of side effects;
    2. Counseling for continued adherence to a prescribed regimen;
    3. Device insertion and removal;
    4. Coverage of alternative contraceptive drugs, devices or products the Covered Person’s practitioner determines are medically necessary; and
    5. Diagnosis and treatment services provided pursuant to or as a follow-up to services covered under this Contraceptive provision.

Coverage is provided for a twelve-month period.

**Cancer Clinical Trial**
We cover practitioner fees, laboratory expenses and expenses associated with Hospitalization, administering of treatment and evaluation of the Covered Person during the course of treatment or a condition associated with a complication of the underlying disease or treatment, which are consistent with usual and customary patterns and standards of care incurred whenever a Covered Person receives medical care associated with an Approved Cancer Clinical Trial. We will cover charges for such items and services only if they would be covered for care and treatment in a situation other than an Approved Cancer Clinical Trial.

We do not cover the cost of investigational drugs or devices themselves, the cost of any non-health services that might be required for a Covered Person to receive the treatment or intervention, or the costs of managing the research, or any costs which would not be covered under this Policy for treatments that are not Experimental or Investigational.

**Clinical Trial**
The coverage described in this provision applies to Covered Persons who are eligible to participate in an approved clinical trial, Phase I, II, III and/or IV according to the trial protocol with respect to the treatment of cancer or another life-threatening condition. We provide coverage for the clinical trial if the Covered Person's practitioner is participating in the clinical trial and has concluded that the Covered Person's participation would be appropriate; or the Covered Person provides medical and scientific information establishing that his or her participation in the clinical trial would be appropriate.

We provide coverage of routine patient costs for items and services furnished in connection with participation in the clinical trial.

We will not deny a qualified Covered Person participation in an approved clinical trial with respect to the treatment of cancer or another life-threatening disease or condition. We will not deny or limit or impose additional conditions on the coverage of routine patient costs for items and services furnished in connection with participation in the clinical trial. We will not discriminate against the Covered Person on the basis of the Covered Person's participation in the clinical trial.

**Dental Care and Treatment**
This **Dental Care and Treatment** provision applies to all Covered Persons.

We cover:
a) the diagnosis and treatment of oral tumors and cysts; and
b) the surgical removal of bony impacted teeth.

We also cover treatment of an Injury to natural teeth or the jaw, but only if:
a) the Injury was not caused, directly or indirectly by biting or chewing; and
b) all treatment is finished within 6 months of the later of:
    1. the date of the Injury; or
    2. the effective date of the Covered Person's coverage under this Policy.

Treatment includes replacing natural teeth lost due to such Injury. But in no event do We cover orthodontic treatment.

**Additional benefits for a child under age 6**

For a Covered Person who is severely disabled or who is a child under age 6, We cover:

a) general anesthesia and Hospitalization for dental services; and
b) dental services rendered by a dentist regardless of where the dental services are provided for a medical condition covered by this Policy which requires Hospitalization or general anesthesia.

**Treatment for Temporomandibular Joint Disorder (TMJ)**
We cover charges for the Medically Necessary and Appropriate surgical and non-surgical treatment of TMJ in a Covered Person. However, with respect to treatment of TMJ We do not cover any charges for orthodontia, crowns or bridgework.

**Mammogram Charges**
We cover charges made for mammograms provided to a Covered Person according to the schedule given below. Benefits will be paid, subject to all the terms of this Policy, and the following limitations:

We will cover charges for:
a) one baseline mammogram for a Covered Person– who is 40 years of age
b) one mammogram, every year, for a Covered Person age 40 and older; and
c) in the case of a Covered Person who is under 40 years of age and has a family history of breast cancer or other breast cancer risk factors, a mammogram examination at such age and intervals as deemed medically necessary by the Covered Person's Practitioner.

In addition, if the conditions listed below are satisfied after a baseline mammogram We will cover charges for:
a) an ultrasound evaluation;
b) a magnetic resonance imaging scan;
c) a three-dimensional mammography; and
d) other additional testing of the breasts.

The above additional charges will be covered if one of following conditions is satisfied.
a) The mammogram demonstrates extremely dense breast tissue;
b) The mammogram is abnormal within any degree of breast density including not dense, moderately dense, heterogeneously dense, or extremely dense breast tissue; or
c) If the Covered Person has additional risk factors of breast cancer including but not limited to family history of breast cancer, prior personal history of breast cancer, positive genetic testing, extremely dense breast tissue based on the Breast Imaging Reporting and Data System established by the American College of Radiology or other indications as determined by the Covered Person's Practitioner.

Please note that mammograms and the additional testing described above when warranted as described above, are included under the **Preventive Care** provision.

See also the following benefit for Digital Tomosynthesis.

**Digital Tomosynthesis Charges**
We cover charges for digital tomosynthesis to detect or screen for breast cancer and for diagnostic purposes as follows:
a) When used for detection and screening for breast cancer in a Covered Person age 40 years and older, We cover charges for digital tomosynthesis as Preventive Care which means they are covered without application of any copayment, deductible or coinsurance.
b) When used for diagnostic purposes for a Covered Person of any age, We cover charges for digital tomosynthesis as a diagnostic service subject to the applicable copayment, deductible and coinsurance.

**Colorectal Cancer Screening Charges**
We cover charges made for colorectal cancer screening in accordance with United States Preventive Services Task Force recommendations. We will cover the above methods at the frequency in accordance with the most recently published recommendations of the United States Preventive Services Task Force and as determined to be medically necessary by the Covered Person's practitioner in consultation with the Covered Person.

A colonoscopy performed following a positive result on a non-colonoscopy, colorectal cancer screening test recommended by the United States Preventive Services Task Force is not subject to the Cash Deductible or Coinsurance or Copayment.

Please note that colorectal cancer screening is included under the Preventive Care provision.

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

Subject to the stated limits, We cover the Therapy Services listed below when such services are provided to a Covered Person as an Outpatient. We cover other types of Therapy Services provided they are performed by a licensed Provider, are Medically Necessary and Appropriate and are not Experimental or Investigational.

a. *Chelation Therapy* - the administration of drugs or chemicals to remove toxic concentrations of metals from the body.
b. *Chemotherapy* - the treatment of malignant disease by chemical or biological antineoplastic agents.
c. *Dialysis Treatment* - the treatment of an acute renal failure or a chronic irreversible renal insufficiency by removing waste products from the body. This includes hemodialysis and peritoneal dialysis.
d. *Radiation Therapy* - the treatment of disease by x-ray, radium, cobalt, or high energy particle sources. Radiation therapy includes rental or cost of radioactive materials. Diagnostic Services requiring the use of radioactive materials are not radiation therapy.
e. *Respiration Therapy* - the introduction of dry or moist gases into the lungs.

Subject to Our Pre-Approval, We cover the Therapy Services listed below, subject to stated limitations:

f. *Cognitive Rehabilitation Therapy* - the retraining of the brain to perform intellectual skills which it was able to perform prior to disease, trauma, Surgery, or previous therapeutic process; or the training of the brain to perform intellectual skills it should have been able to perform if there were not a congenital anomaly. Coverage for Cognitive Rehabilitation Therapy is limited to 30 visits per Calendar Year.
g. *Speech Therapy* - except as stated below, treatment for the correction of a speech impairment resulting from Illness, Surgery, Injury, congenital anomaly, or previous therapeutic processes. Coverage for Speech Therapy is limited to 30 visits per Calendar Year.

For a Covered Person who has been diagnosed with autism or other Developmental Disability and who requires speech therapy to treat autism or other Developmental Disability, speech

therapy means treatment of a speech impairment. Coverage for such treatment is addressed in the Diagnosis and Treatment of Autism and Other Developmental Disabilities provision.

h. *Occupational Therapy* - except as stated below, treatment to restore a physically disabled person's ability to perform the ordinary tasks of daily living. Coverage for Occupational Therapy is limited to 30 visits per Calendar Year.

For a Covered Person who has been diagnosed with autism or other Developmental Disability and who requires occupational therapy to treat autism or other Developmental Disability, occupational therapy means treatment to develop a Covered Person's ability to perform the ordinary tasks of daily living. Coverage for such treatment is addressed in the Diagnosis and Treatment of Autism and Other Developmental Disabilities provision.

i. *Physical Therapy* - except as stated below, the treatment by physical means to relieve pain, restore maximum function, and prevent disability following disease, Injury or loss of limb. Coverage for Physical Therapy is limited to 30 visits per Calendar Year.

For a Covered Person who has been diagnosed with autism or other Developmental Disability and who requires physical therapy to treat autism or other Developmental Disability, physical therapy means treatment to develop a Covered Person's physical function. Coverage for such treatment is addressed in the Treatment of Autism and Other Developmental Disabilities provision.

j. *Infusion Therapy* - subject to Our Pre-Approval, the administration of antibiotic, nutrients, or other therapeutic agents by direct infusion. **We will reduce benefits by 50% with respect to charges for Infusion Therapy which are not Pre-Approved by Us provided that benefits would otherwise be payable under this Policy.**

Note: The limitations on Therapy Services contained in this Therapy Services provision do not apply to any therapy services that are received under the Home Health Care provision, or to services provided while a Covered Person is confined in a Facility or to therapy services received under the Diagnosis and Treatment of Autism or Other Developmental Disabilities provision.

**Diagnosis and Treatment of Autism and Other Developmental Disabilities**

We provide coverage for charges for the screening and diagnosis of autism and other Developmental Disabilities. The coverage described below is subject to the Same Terms and Conditions as apply to other medical or surgical benefits.

If a Covered Person's primary diagnosis is autism or another Developmental Disability, We provide coverage for the following medically necessary therapies as prescribed through a treatment plan. These are habilitative services in that they are provided to develop rather than restore a function.

a) occupational therapy where occupational therapy refers to treatment to develop a Covered Person's ability to perform the ordinary tasks of daily living;
b) physical therapy where physical therapy refers to treatment to develop a Covered Person's physical function; and
c) speech therapy where speech therapy refers to treatment of a Covered Person's speech impairment.

The therapy services covered under this provision do not reduce the available therapy visits available under the Therapy Services provision. The therapy services covered under this

provision are not subject to pre-Approval as may be required under the Therapy Services provision.

If a Covered Person's primary diagnosis is autism, in addition to coverage for the therapy services as described above, We also cover medically necessary behavioral interventions based on the principles of applied behavior analysis and related structured behavioral programs as prescribed through a treatment plan.

The treatment plan(s) referred to above must be in writing, signed by the treating physician, and must include: a diagnosis, proposed treatment by type, frequency and duration; the anticipated outcomes stated as goals; and the frequency by which the treatment plan will be updated. We may request additional information if necessary to determine the coverage under the Policy. We may require the submission of an updated treatment plan once every six months unless We and the treating physician agree to more frequent updates.

If a Covered Person:

a) is eligible for early intervention services through the New Jersey Early Intervention System; and
b) has been diagnosed with autism or other Developmental Disability; and
c) receives physical therapy, occupational therapy, speech therapy, applied behavior analysis or related structured behavior services.

The portion of the family cost share attributable to such services is a Covered Charge under this Policy. The deductible, Coinsurance or Copayment as applicable to a PCP visit for treatment of an Illness or Injury will apply to the family cost share.

The therapy services a Covered Person receives through New Jersey Early Intervention do not reduce the therapy services otherwise available under this Diagnosis and Treatment of Autism and Other Disabilities provision.

**Preventive Care**

We cover charges for routine physical examinations including related laboratory tests and x-rays. We also cover charges for immunizations and vaccines, well baby care, pap smears, mammography, screening tests, lead screening, bone density testing, colorectal cancer screening, and Nicotine Dependence Treatment.

These charges are not subject to the Cash Deductible or Coinsurance or Copayment, if any.

**Immunizations and Lead Screening**

We will cover charges for:

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

**These charges are not subject to any Cash Deductible, Coinsurance or Copayment.**

**Newborn Hearing Screening**
We cover charges up to a maximum of 28 days following the date of birth for screening for newborn hearing loss by appropriate electrophysiologic screening measures. In addition, We cover charges between age 29 days and 36 months for the periodic monitoring of infants for delayed onset hearing loss.

**Hearing Aids and Cochlear Implants**
We cover charges for medically necessary services incurred in the purchase of a hearing aid. Coverage includes the purchase of one hearing aid for each hearing-impaired ear every 24 months. Such medically necessary services include fittings, examinations, hearing tests, dispensing fees, modifications and repairs, ear molds and headbands for bone-anchored hearing implants. The hearing aid must be recommended or prescribed by a licensed physician or audiologist.

The deductible, coinsurance or copayment as applicable to a PCP visit for treatment of an Illness or Injury will apply to medically necessary services incurred in the purchase of a hearing aid.

Hearing aids are habilitative devices.

We cover charges for the cost of treatment related to cochlear implants, including procedures for the implantation of cochlear devices and costs for any parts, attachments, or accessories of the device, including replacement of obsolete external cochlear implant processors.

**Vision Screening**
We cover vision screening for Dependent children, through age 19, to determine the need for vision correction. The vision screening is generally performed by the pediatrician during the course of a routine physical examination. The vision screening may suggest that the Covered Person should undergo a vision examination.

**Vision Benefit**
We cover the vision benefits described in this provision for Covered Persons through the end of the month in which the Covered Person turns age 19. We cover one comprehensive eye examination by a Network ophthalmologist or optometrist in a 12-month period. When purchased from a Network provider We cover one pair of standard lenses, for glasses or contact lenses, in a 12-month period. We cover one pair of standard frames in a 12-month period. Standard frames refers to frames that are not designer frames such as Coach, Burberry, Prada and other designers.

We cover charges for a one comprehensive low vision evaluation every 5 years. We cover low vision aids such as high-power spectacles, magnifiers and telescopes and medically-necessary follow-up care. As used in this provision, low vision means a significant loss of vision, but not total blindness.

**Therapeutic Manipulation**

Subject to Our Pre-Approval, We cover therapeutic manipulation up to 30 visits per Calendar Year. And We cover no more than two modalities per visit. Charges for such treatment above these limits are a Non-Covered Charge.

**Transplant Benefits**
We cover Medically Necessary and Appropriate services and supplies for the following types of transplants: Cornea, Kidney, Lung, Liver, Heart, Pancreas, Intestine, Allogeneic and Autologous Hematopoietic Stem Cell.

If the donor does not have health coverage that would cover the costs associated with his or her role as donor, this Policy will cover the donor's costs associated with the donation. We do not cover costs for travel, accommodations or comfort items.

**Treatment of Diabetes**
We cover expenses incurred for the following equipment and supplies for the treatment of diabetes, if recommended or prescribed by a Practitioner, including a nurse practitioner/clinical nurse specialist: blood glucose monitors and blood glucose monitors for the legally blind; test strips for glucose monitors and visual reading and urine testing strips; insulin; injection aids; cartridges for the legally blind; syringes; insulin pumps and appurtenances thereto; insulin infusion devices; and oral agents for controlling blood sugar.

Coverage under this provision for a short-acting, intermediate acting, rapid acting, long-acting, and pre-mixed insulin product is provided without the application of any deductible, and any copayment or coinsurance for the purchase of such insulin product shall not exceed $35 per 30-day supply.

We cover expenses incurred for diabetes self-management education to ensure that Covered Persons with diabetes are educated as to the proper self-management and treatment of their diabetic condition, including information on proper diet. Diabetes self-management education shall be provided by a dietitian registered by a nationally recognized professional association of dietitians, or a health care professional recognized as a Certified Diabetes Educator by the American Association of Diabetes Educators or a registered pharmacist in the State qualified with regard to management education for diabetes by any institution recognized by the board of pharmacy of the State of New Jersey.

**Surgical Treatment of Morbid Obesity**
Coverage is provided for surgical treatment of morbid obesity for one surgical procedure within a two-year period, measured from the date of the first surgical procedure to treat morbid obesity, unless a multi-stage procedure is planned and We authorize coverage for such multi-stage procedure. In addition, We will cover surgery required as a result of complications that may arise from surgical treatment of morbid obesity.

For the purpose of this coverage, morbid obesity means a body mass index that is greater than 40 kilograms per meter squared; or equal to or greater than 35 kilograms per meter squared with a high-risk comorbid condition. Body mass index is calculated by dividing the weight in kilograms by the height in meters squared.

**Biomarker Precision Medical Testing Coverage**

We shall provide coverage for Biomarker Precision Medical Testing when such testing is deemed medically necessary for the diagnosis, treatment, management, or monitoring of a disease or condition.

Coverage shall be provided for Biomarker Precision Medical Testing that is:

- Approved or cleared by the U.S. Food and Drug Administration (FDA);
- Supported by FDA-approved drug labeling;
- Covered under federal Centers for Medicare and Medicaid Services National Coverage Determinations or Medicare Administrative Contractor Local Coverage Determinations; or
- Recommended by nationally recognized clinical practice guidelines.

Coverage shall not include Biomarker Precision Medical Testing for asymptomatic screening purposes.

## IMPORTANT NOTICE

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

a) is admitted as an Inpatient to a Hospital or other Facility, or
b) is advised to enter a Hospital or have Surgery performed outside of a Practitioner's office.

If a Covered Person does not comply with these utilization review features, he or she will not be eligible for full benefits under this Policy. See the **Utilization Review Feature**s section for details.

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

## UTILIZATION REVIEW FEATURES

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

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

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

### Definitions

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

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

"Regular working day" means Monday through Friday from 9 am. to 9 pm. Eastern Time, not including legal holidays.

## REQUIRED FACILITY STAY REVIEW

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

### Notice of Facility Admission Required

Except as explained below for certain admissions to treat Substance Use Disorder, We require notice of all Facility admissions. The times and manner in which the notice must be given is

described below. When a Covered Person does not comply with the requirements of this section, We reduce what We pay for covered Facility charges as a penalty.

**Pre-Admission Review**
Except as explained below for certain admissions to treat Substance Use Disorder, all non-Emergency Hospital or other Facility admissions must be reviewed by Ambetter from WellCare of New Jersey before they occur. The Covered Person or the Covered Person's Practitioner must notify Ambetter from WellCare of New Jersey and request a pre-admission review. Ambetter from WellCare of New Jersey must receive the notice and request as soon as possible before the admission is scheduled to occur. For a maternity admission, a Covered Person or the Covered Person's Practitioner must notify Ambetter from WellCare of New Jersey and request a pre-admission review at least 60 days before the expected date of delivery, or as soon as reasonably possible.

When Ambetter from WellCare of New Jersey receives the notice and request, they evaluate:
a) the Medical Necessity and Appropriateness of the admission
b) the anticipated length of stay and
c) the appropriateness of health care alternatives, like home health care or other outpatient care.

Ambetter from WellCare of New Jersey notifies the Covered Person's Practitioner by phone, of the outcome of their review. And they confirm the outcome of their review in writing.

If Ambetter from WellCare of New Jersey authorizes an admission, the authorization is valid for:
a) the specified Hospital or named Facility;
b) the named attending Practitioner; and
c) the authorized length of stay.

The authorization becomes invalid and the Covered Person's admission must be reviewed by Ambetter from WellCare of New Jersey again if:
a) he or she enters a Facility other than the specified Facility
b) he or she changes attending Practitioners; or
c) more than 60 days elapse between the time he or she obtains authorization and the time he or she enters the Hospital or other Facility, except in the case of a maternity admission.

**Emergency Admission**
Except as explained below for certain admissions to treat Substance Use Disorder, Ambetter from WellCare of New Jersey must be notified of all Emergency admissions by phone. This must be done by the Covered Person or the Covered Person's Practitioner no later than the end of the next regular working day or as soon as possible after the admission occurs.
When Ambetter from WellCare of New Jersey is notified by phone, they require the following information:
a) the Covered Person's name, social security number and date of birth;
b) the Covered Person group plan number;
c) the reason for the admission;
d) the name and location of the Hospital or other Facility;
e) when the admission occurred; and

f) the name of the Covered Person's Practitioner.

**Continued Stay Review**
Except as explained below for certain admissions to treat Substance Use Disorder, the Covered Person or his or her Practitioner, must request a continued stay review for any Emergency admission. This must be done at the time Ambetter from WellCare of New Jersey is notified of such admission.

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

Ambetter from WellCare of New Jersey also has the right to initiate a continued stay review of any Hospital or other Facility admission. And Ambetter from WellCare of New Jersey may contact the Covered Person's Practitioner or Hospital or other Facility by phone or in writing.

In the case of an Emergency admission, the continued stay review evaluates:
a) the Medical Necessity and Appropriateness of the admission;
b) the anticipated length of stay; and
c) the appropriateness of health care alternatives.

In all other cases, the continued stay review evaluates:
a) the Medical Necessity and Appropriateness of extending the authorized length of stay; and
b) the appropriateness of health care alternatives.

Ambetter from WellCare of New Jersey notifies the Covered Person's Practitioner by phone, of the outcome of the review. And Ambetter from WellCare of New Jersey confirms the outcome of the review in writing. The notice always includes any newly authorized length of stay.

**Admissions for the Treatment of Substance Use Disorder – Network Only**
This section applies during the first 180 days of network treatment per Calendar Year whether the treatment is inpatient or outpatient. Thereafter, inpatient treatment of Substance Use Disorder is subject to the above provisions governing Hospital and other Facility admissions.

If a Covered Person is admitted to a Facility for the treatment of Substance Use Disorder, whether for a scheduled admission or for an emergency admission, the Facility must notify Us of the admission and initial treatment plan within 48 hours of the admission.

We will not initiate continued stay review, also known as concurrent review, with respect to the first 28 days of the Inpatient stay. Continued stay review may be required for any subsequent days, but not more frequently than at two-week intervals. If We determine continued stay is no longer Medically Necessary and Appropriate We shall provide written notice within 24 hours to the Covered Person and his or her Practitioner along with information regarding appeal rights.

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

We require a Covered Person to get a pre-surgical review for any non-Emergency procedure performed outside of a Practitioner's office. When a Covered Person does not comply with the requirements of this section We reduce what We pay for covered professional charges for Surgery, as a penalty.

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

When Ambetter from WellCare of New Jersey receives the request, they evaluate the Medical Necessity and Appropriateness of the Surgery and they either:

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

Ambetter from WellCare of New Jersey notifies the Covered Person's Practitioner, by phone, of the outcome of the review. Ambetter from WellCare of New Jersey also confirms the outcome of the review in writing.

**Second Surgical Opinion**
If Ambetter from WellCare of New Jersey 's review does not confirm the Medical Necessity and Appropriateness of the Surgery, the Covered Person may obtain a second surgical opinion. If the second opinion does not confirm the medical necessity of the Surgery, the Covered Person may obtain a third opinion, although he or she is not required to do so.

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

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

Ambetter from WellCare of New Jersey gives second opinion forms to the Covered Person. The Practitioner he or she chooses fills them out, and then returns them to Ambetter from WellCare of New Jersey.

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

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

**Penalties for Non-Compliance**
As a penalty for non-compliance, We reduce what We pay for covered professional charges for Surgery by 50% if:

a) the Covered Person does not request a pre-surgical review;
b) Ambetter from WellCare of New Jersey is not given at least 24 hours to review and evaluate the proposed Surgery;
c) Ambetter from WellCare of New Jersey requires additional surgical opinions and the Covered Person does not get those opinions before the Surgery is done;
d) Ambetter from WellCare of New Jersey does not confirm the need for Surgery.

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

## CENTERS OF EXCELLENCE FEATURES

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

### Definitions

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

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

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

### Covered Charges

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

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

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

**EXCLUSIONS**

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

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

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

Services for ***ambulance*** for transportation from a Hospital or other health care Facility, unless the Covered Person is being transferred to another Inpatient health care Facility.

***Biomarker Precision Medical Testing*** for asymptomatic screening purposes.

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

***Broken appointments***.

Services or supplies for which the Provider has not obtained a ***certificate of need*** or such other approvals as required by law.

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

***Completion of claim forms***.

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

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

***Dental care*** or treatment, including appliances and dental implants, except as otherwise stated in this Policy.

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

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

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

***Extraction of teeth,*** except as otherwise stated in this Policy.

Services or supplies for or in connection with:

a) except as otherwise stated in this Policy for Covered Persons through the end of the month in which he or she turns age 19, exams to determine the need for (or changes of) ***eyeglasses*** or lenses of any type;
b) except as otherwise stated in this Policy for Covered Persons through the end of the month in which he or she turns age 19 eyeglasses or lenses of any type; this exclusion does not apply to initial replacements for loss of the natural lens; or
c) eye surgery such as radial keratotomy or Lasik surgery, when the primary purpose is to correct myopia (nearsightedness), hyperopia (farsightedness) or astigmatism (blurring).

Services or supplies provided by one of the following members of Your ***family****:* Spouse, child, parent, in-law, brother, sister or grandparent.

Services or supplies furnished in connection with any procedures to enhance ***fertility*** which involve harvesting, storage and/or manipulation of eggs and sperm. This includes, but is not limited to the following: a) procedures: invitro fertilization; embryo transfer; embryo freezing; and Gamete Intra-fallopian Transfer (GIFT) and Zygote Intra-fallopian Transfer (ZIFT); donor sperm, surrogate motherhood; b) Prescription Drugs not eligible under the **Prescription Drugs** section of the Policy; and c) ovulation predictor kits. See also the separate Exclusion addressing sterilization reversal.

Except as stated in the Newborn Hearing Screening and Hearing Aids provisions, Services or supplies related to ***hearing aids and hearing exams*** to determine the need for hearing aids or the need to adjust them.

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

Services or supplies related to ***hypnotism***.

Services or supplies necessary because the Covered Person engaged, or tried to engage, in an ***illegal occupation*** or committed or tried to commit an indictable offense in the jurisdiction in which it is committed, or a felony.

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

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

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

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

Services and supplies related to ***marriage, career or financial counseling, sex therapy or family therapy, nutritional counseling and related services,*** except as otherwise stated in this Policy.

Charges for ***missed appointments***.

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

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

a) blood glucose monitors and blood glucose monitors for the legally blind; test strips for glucose monitors and visual reading and urine testing strips; insulin; injection aids; cartridges for the legally blind; syringes; insulin pumps and appurtenances thereto; insulin infusion devices; and oral agents for controlling blood sugar;
b) colostomy bags, belts and irrigators;
c) as stated in this Policy for food and food products for inherited metabolic diseases; and
d) as stated in this Policy for contraceptives.

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

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

The following exclusions apply specifically to **Outpatient** coverage of ***Prescription Drugs***

a) Charges to administer a Prescription Drug.
b) Charges for:
    - immunization agents unless the immunization is otherwise covered under this Policy, such as immunizations to help prevent influenza, and is administered at the Pharmacy,
    - allergens and allergy serums
    - biological sera, blood or blood plasma, unless they can be self-administered.
c) Charges for a Prescription Drug which is: labeled “Caution — limited by Federal Law to Investigational use”; or experimental.
d) Charges for refills in excess of that specified by the prescribing Practitioner, or refilled too soon, or in excess of therapeutic limits.
e) Charges for refills dispensed after one year from the original date of the prescription.
f) Charges for Prescription Drugs as a replacement for a previously dispensed Prescription Drug that was lost, misused, stolen, broken or destroyed.
g) Charges for drugs, except insulin and contraceptives, which can be obtained legally without a Practitioner's prescription.
h) Charges for a Prescription Drug which is to be taken by or given to the Covered Person, in whole or in part, while confined in:
    - a Hospital
    - a rest home
    - a sanitarium
    - an Extended Care Facility
    - a Hospice

- a Substance Use Disorder Facility
- a Mental Health Facility
- a convalescent home
- a nursing home or similar institution
- a provider's office.

i) Charges for:
   - therapeutic devices or appliances
   - hypodermic needles or syringes, except insulin syringes
   - support garments; and
   - other non-medical substances, regardless of their intended use.
j) Charges for topical dental fluorides.
k) Charges for any drug used in connection with baldness.
l) Charges for drugs needed due to conditions caused, directly or indirectly, by a Covered Person taking part in a riot or other civil disorder; or the
m) Covered Person taking part in the commission of a felony.
n) Charges for drugs needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war.
o) Charges for drugs dispensed to a Covered Person while on active duty in any armed force.
p) Charges for drugs for which there is no charge. This usually means drugs furnished by the Covered Person's employer, labor union, or similar group in its medical department or clinic; a Hospital or clinic owned or run by any government body; or any public program, except Medicaid, paid for or sponsored by any government body. But, if a charge is made, and Ambetter from WellCare of New Jersey is legally required to pay it, Ambetter from WellCare of New Jersey will.
q) Charges for drugs covered under **Home Health Care** or **Hospice Care** sections of the Policy.
r) Except as stated below, charges for drugs needed due to an on-the-job or job-related Injury or Illness; or conditions for which benefits are payable by Workers' Compensation, or similar laws. **Exception:** This exclusion does not apply to the following persons for whom coverage under workers' compensation is optional unless such persons are actually covered for workers' compensation: a self-employed person or a partner of a limited liability partnership, members of a limited liability company or partners of a partnership who actively perform services on behalf of the self-employed business, the limited liability partnership, limited liability company or the partnership.
s) Compounded drugs that do not contain at least one ingredient that requires a Prescription Order.
t) Prescription Drugs or new dosage forms that are used in conjunction with a treatment or procedure that is determined to not be a Covered Service.
u) Drugs when used for cosmetic purposes. This exclusion is not applicable to Covered Persons with a medically diagnosed congenital defect or birth abnormality who have been covered under the policy from the moment of birth.
v) Drugs used solely for the purpose for weight loss.
w) Life enhancement drugs for the treatment of sexual dysfunction, (e.g., Viagra).
x) Prescription Drugs dispensed outside of the United States, except as required for Emergency treatment.

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

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

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

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

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

Services or supplies related to ***Routine Foot Care*** except:

a) an open cutting operation to treat weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions;
b) the removal of nail roots; and
c) treatment or removal of corns, calluses or toenails in conjunction with the treatment of metabolic or peripheral vascular disease.

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

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

***Services or supplies***:

a) eligible for payment under either federal or state programs (except Medicaid and Medicare). This provision applies whether or not the Covered Person asserts his or her rights to obtain this coverage or payment for these services;
b) for which a charge is not usually made, such as a Practitioner treating a professional or business associate, or services at a public health fair;
c) for which a Covered Person would not have been charged if he or she did not have health care coverage;
d) for which the Covered Person has no legal obligation to reimburse the Provider;
e) provided by or in a government Hospital except as stated below, or unless the services are for treatment:
    1. of a non-service Emergency; or
    2. by a Veterans' Administration Hospital of a non-service related Illness or Injury;

    **Exception:** This exclusion does not apply to military retirees, their Dependents and the Dependents of active-duty military personnel who are covered under both this Policy and under military health coverage and who receive care in facilities of the Uniformed Services.

    3. provided outside the United States other than in the case of Emergency and except as provided below with respect to a full-time student.

Subject to Our Pre-Approval, eligibility for full-time student status, provided the Covered Person is either enrolled and attending an Accredited School in a foreign country; or is participating in an academic program in a foreign country, for which the institution of higher learning at which the student matriculates in the United States, grants academic credit. Charges in connection with full-time students in a foreign country for which eligibility as a full-time student has not been Pre-Approved by Us are Non-Covered Charges.

Travel to obtain medical treatment, drugs or supplies is not covered. In addition, We will not cover treatment, drugs or supplies that are unavailable or illegal in the United States.

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

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

***Telephone*** consultations except as stated in the **Practitioner's Charges for Telehealth and/or Telemedicine** provision.

Charges for ***third party requests*** for physical examinations, diagnostic services and immunizations in connection with: obtaining or continuing employment; obtaining or maintaining a license issued by a municipality, state or federal government; obtaining insurance coverage; foreign travel; school admissions; or attendance including examinations required for participation in athletic activities.

***Transplants,*** except as otherwise listed in this Policy.

***Transportation***, travel.

***Vision*** therapy.

***Vitamins and dietary supplements*** except as otherwise covered under this Policy as Preventive Care.

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

***Weight reduction or control*** including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, food or food supplements, appetite suppressants or other medications; exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including morbid obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions, except as otherwise provided in the **Surgical Treatment of Morbid Obesity** section of this Policy.

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

## COORDINATION OF BENEFITS AND SERVICES

**Purpose Of This Provision**
A Covered Person may be covered under this Policy and subsequently become covered under Medicare or a group Health Benefits Plan, Group Health Plan, Governmental Plan, or Church Plan. This provision allows Us to coordinate the services and supplies We provide with what Medicare pays. This provision also allows us to coordinate benefits with what a group Health Benefits Plan, Group Health Plan, Governmental Plan, or Church Plan pays. Coordination of benefits is intended to avoid duplication of benefits while at the same time preserving certain rights to coverage under all Plans under which the Covered Person is covered.

In the absence of enrollment in other primary coverage, such as Medicare, We will not take that other coverage into account when paying for covered services or supplies. We will not limit or exclude coverage based on eligibility for other coverage. Coordination of benefits occurs only when the Covered Person is enrolled in other coverage.

Please note: The ONLY circumstances in which a person may be covered under both this Policy and under coverage under a group Health Benefits Plan, Group Health Plan, Governmental Plan, or Church Plan occur when a Covered Person is already covered under this Policy and subsequently becomes eligible for coverage under a group Health Benefits Plan, Group Health Plan, Governmental Plan, or Church Plan.

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

**Allowable Expense**: The charge for any health care service, supply or other item of expense for which the Covered Person is liable when the health care service, supply or other item of expense is covered at least in part under any of the Plans involved, except where a statute requires another definition, or as otherwise stated below.

We will not consider the difference between the cost of a private hospital room and that of a semi-private hospital room as an Allowable Expense unless the stay in a private room is Medically Necessary and Appropriate.

**Allowed Charge**: An amount that is not more than allowance for the service or supply as determined by Us, based on a standard which is most often charged for a given service by a Provider within the same geographic area.

**Claim Determination Period**: A Calendar Year, or portion of a Calendar Year, during which a Covered Person is covered by this Policy and covered by a Plan and incurs one or more Allowable Expense(s) under such Plans.

**Plan**: Coverage with which coordination of benefits is allowed. Plan includes:

a) Group insurance and group subscriber contracts, including insurance continued pursuant to a Federal or State continuation law;

b) Self-funded arrangements of group or group-type coverage, including insurance continued pursuant to a Federal or State continuation law;
c) Group or group-type coverage through a health maintenance organization (HMO) or other prepayment, group practice and individual practice plans, including insurance continued pursuant to a Federal or State continuation law;
d) Group hospital indemnity benefit amounts that exceed $150 per day;
e) Medicare or other government benefits, except when, pursuant to law, the benefits must be treated as in excess of those of any private insurance plan or non-governmental plan.

For purposes of determining plans with which this plan can coordinate, Plan does not include:
a) Individual or family insurance contracts or subscriber contracts;
b) Individual or family coverage through a health maintenance organization or under any other prepayment, group practice and individual practice plans;
c) Group or group-type coverage where the cost of coverage is paid solely by the Covered Person, except that coverage being continued pursuant to a Federal or State continuation law shall be considered a Plan;
d) Group hospital indemnity benefit amounts of $150 per day or less;
e) School accident–type coverage;
f) A State plan under Medicaid;

**PRIMARY AND SECONDARY PLAN**
We consider each plan separately when coordinating payments.

For the purpose of coordinating benefits with this individual policy, Medicare or coverage under a group Health Benefits Plan, Group Health Plan, Governmental Plan, or Church Plan is always the Primary Plan and this Policy is always the Secondary Plan. Medicare or coverage under a group Health Benefits Plan, Group Health Plan, Governmental Plan, or Church Plan pays or provides services or supplies first, without taking into consideration the existence of this Policy.

This Policy takes into consideration the benefits provided by Medicare or coverage under a group Health Benefits Plan, Group Health Plan, Governmental Plan, or Church Plan. During each Claim Determination Period, this Policy will pay up to the remaining unpaid allowable expenses, but this Policy will not pay more than it would have paid if it had been the Primary Plan. The method this Policy uses to determine the amount to pay is set forth below in the **"Procedures to be Followed by the Secondary Plan to Calculate Benefits"** section of this provision.

This Policy shall not reduce Allowable Expenses for Medically Necessary and Appropriate services or supplies on the basis that precertification, preapproval, notification or second surgical opinion procedures were not followed.

**Procedures to be Followed by the Secondary Plan to Calculate Benefits**
In order to determine which procedure to follow it is necessary to consider:
a) the basis on which the Primary Plan and the Secondary Plan pay benefits; and
b) whether the provider who provides or arranges the services and supplies is in the network of either the Primary Plan or the Secondary Plan.

Benefits may be based on the Allowed Charge (AC), or some similar term. This means that the provider bills a charge and the Covered Person may be held liable for the full amount of the billed charge. In this section, a Plan that bases benefits on an allowed charge is called an "AC Plan."

Benefits may be based on a contractual fee schedule, sometimes called a negotiated fee schedule, or some similar term. This means that although a provider, called a network provider, bills a charge, the Covered Person may be held liable only for an amount up to the negotiated fee. In this section, a Plan that bases benefits on a negotiated fee schedule is called a "Fee Schedule Plan." An HMO, and Exclusive Provider Organization (EPO) are examples of network only plans that could use a fee schedule. If the Covered Person uses the services of a non-network provider, the plan will be treated as an AC Plan even though the plan under which he or she is covered allows for a fee schedule.

Payment to the provider may be based on a "capitation". This means that the HMO or EPO or other plan pays the provider a fixed amount per Covered Person. The Covered Person is liable only for the applicable deductible, coinsurance or copayment. If the Covered Person uses the services of a non-network provider, the HMO, EPO or other plans will only pay benefits in the event of Emergency Care or Urgent Care. In this section, a Plan that pays providers based upon capitation is called a "Capitation Plan."

In the rules below, "provider" refers to the provider who provides or arranges the services or supplies, "HMO" refers to a health maintenance organization plan, and "EPO" refers to Exclusive Provider Organization.

Primary Plan is AC Plan and Secondary Plan is AC Plan

The Secondary Plan shall pay the lesser of:

a) the difference between the amount of the billed charges and the amount paid by the Primary Plan; or
b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

When the benefits of the Secondary Plan are reduced as a result of this calculation, each benefit shall be reduced in proportion, and the amount paid shall be charged against any applicable benefit limit of the plan.

Primary Plan is Fee Schedule Plan and Secondary Plan is Fee Schedule Plan

If the provider is a network provider in both the Primary Plan and the Secondary Plan, the Allowable Expense shall be the fee schedule of the Primary Plan. The Secondary Plan shall pay the lesser of:

a) The amount of any deductible, coinsurance or copayment required by the Primary Plan; or
b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

The total amount the provider receives from the Primary plan, the Secondary plan and the Covered Person shall not exceed the fee schedule of the Primary Plan. In no event shall the Covered Person be responsible for any payment in excess of the Copayment, Coinsurance or deductible of the Secondary Plan.

Primary Plan is AC Plan and Secondary Plan is Fee Schedule Plan

If the provider is a network provider in the Secondary Plan, the Secondary Plan shall pay the lesser of:

a) the difference between the amount of the billed charges for the Allowable Expenses and the amount paid by the Primary Plan; or
b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

The Covered Person shall only be liable for the Copayment, deductible or Coinsurance under the Secondary Plan if the Covered Person has no liability for Copayment, deductible or Coinsurance under the Primary Plan and the total payments by both the primary and Secondary Plans are less than the provider's billed charges. In no event shall the Covered Person be responsible for any payment in excess of the Copayment, Coinsurance or deductible of the Secondary Plan.

Primary Plan is Fee Schedule Plan and Secondary Plan is AC Plan

If the provider is a network provider in the Primary Plan, the Allowable Expense considered by the Secondary Plan shall be the fee schedule of the Primary Plan. The Secondary Plan shall pay the lesser of:

a) The amount of any deductible, coinsurance or copayment required by the Primary Plan; or
b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

Primary Plan is Fee Schedule Plan and Secondary Plan is AC Plan or Fee Schedule Plan

If the Primary Plan is an HMO or EPO plan that does not allow for the use of non-network providers except in the event of Urgent Care or Emergency Care and the service or supply the Covered Person receives from a non-network provider is not considered as Urgent Care or Emergency Care, the Secondary Plan shall pay benefits as if it were the Primary Plan.

Primary Plan is Capitation Plan and Secondary Plan is Fee Schedule Plan or AC Plan

If the Covered Person receives services or supplies from a provider who is in the network of both the Primary Plan and the Secondary Plan, the Secondary Plan shall pay the lesser of:

a) The amount of any deductible, coinsurance or copayment required by the Primary Plan; or
b) the amount the Secondary Plan would have paid if it had been the Primary Plan.

Primary Plan is Capitation Plan or Fee Schedule Plan or AC Plan and Secondary Plan is Capitation Plan

If the Covered Person receives services or supplies from a provider who is in the network of the Secondary Plan, the Secondary Plan shall be liable to pay the capitation to the provider and shall not be liable to pay the deductible, coinsurance or copayment imposed by the Primary Plan. The Covered Person shall not be liable to pay any deductible, Coinsurance or Copayments of either the Primary Plan or the Secondary Plan.

Primary Plan is an HMO or EPO and Secondary Plan is an HMO or EPO

If the Primary Plan is an HMO or EPO plan that does not allow for the use of Non-Network Providers except in the event of Urgent Care or Emergency Care and the service or supply the Covered Person receives from a Non-Network Provider is not considered as Urgent Care or Emergency Care, but the provider is in the network of the Secondary Plan, the Secondary Plan shall pay benefits as if it were the Primary Plan. Except that the Primary Plan shall pay out-of-Network services, if any, authorized by the Primary Plan.

## SERVICES FOR AUTOMOBILE RELATED INJURIES

This section will be used to determine a Covered Person's coverage under this Policy when services are provided as a result of an automobile related Injury.

**Definitions**
"Automobile Related Injury" means bodily Injury sustained by a Covered Person as a result of an accident:

a) while occupying, entering, leaving or using an automobile; or
b) as a pedestrian caused by an automobile or by an object propelled by or from an automobile.

caused by an automobile or by an object propelled by or from an automobile.

"Allowable Expense" means a medically necessary, reasonable and customary item of expense covered at least in part as an eligible expense or eligible services by:

a) this Policy;
b) PIP; or
c) OSAIC.

"Eligible Services" means services provided for treatment of an Injury which is covered under this Policy without application of Cash Deductibles and Copayments, if any or Coinsurance.

"Out-of-State Automobile Insurance Coverage" or "OSAIC" means any coverage for medical expenses under an automobile insurance policy other than PIP. OSAIC includes automobile insurance policies issued in another state or jurisdiction.

"PIP" means personal injury protection coverage provided as part of an automobile insurance policy issued in New Jersey. PIP refers specifically to provisions for medical expense coverage.

**Determination of primary or secondary coverage**
This Policy provides secondary coverage to PIP unless health coverage has been elected as primary coverage by or for the Covered Person under this Policy. This election is made by the named insured under a PIP policy. Such election affects that person's family members who are not themselves named insureds under another automobile policy. This Policy may be primary for one Covered Person, but not for another if the person has a separate automobile policy and has made different selection regarding primacy of health coverage.

This Policy is secondary to OSAIC, unless the OSAIC contains provisions which make it secondary or excess to the Policyholder's plan. In that case this Policy will be primary.

If there is a dispute as to which policy is primary, this Policy will pay benefits or provide services as if it were primary.

**Services this Policy will provide if it is primary to PIP or OSAIC**
If this Policy is primary to PIP or OSAIC it will provide benefits for eligible expenses in accordance with its terms.

**Benefits this Policy will pay if it is secondary to PIP or OSAIC**

If this Policy is secondary to PIP or OSAIC the actual benefits payable will be the lesser of:

a) the Allowable Expenses left uncovered after PIP or OSAIC has provided coverage after applying Cash Deductibles and Copayments, or
b) the equivalent value of services if this Policy had been primary.

## GENERAL PROVISIONS

### AMENDMENT
We may make amendments to the Policy upon 30 days' notice to the Policyholder, and as provided in (b) and (c) below. An amendment will not affect benefits for a service or supply furnished before the date of change; and no change to the benefits under this Policy will be made without the approval of the Board.

Only Our officers have authority: to waive any conditions or restrictions of the Policy, to extend the time in which a premium may be paid, to make or change a Policy, or to bind Us by a promise or representation or by information given or received.

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

a) it is shown in an endorsement on it signed by one of Our officers.
b) if a change has been automatically made to satisfy the requirements of any state or federal law that applies to the Policy, as provided in the section of this Policy called **Conformity With Law**, it is shown in an amendment to it that is signed by one of Our officers.
c) if a change is required by Us, it is accepted by the Policyholder, as evidenced by payment of a premium on or after the effective date of such change.
d) if a written request for a change is made by the Policyholder, it is shown in an amendment to it signed by the Policyholder and by one of Our officers.

### ASSIGNMENT
No assignment or transfer by the Policyholder of any of the Policyholder’s interest under this Policy or by a Covered Person of any of his or her interest under this Policy is valid unless We consent thereto.

### CLERICAL ERROR - MISSTATEMENTS
No clerical error nor programming or systems error by the Policyholder or by Us in keeping any records pertaining to coverage under this Policy will reduce a Covered Person's Coverage. Neither will delays in making entries on those records reduce it. However, if We discover such an error or delay, a fair adjustment of premiums will be made.

Premium adjustments involving return of unearned premium to the Policyholder will be limited to the period of 12 months preceding the date of Our receipt of satisfactory evidence that such adjustments should be made.

If any relevant facts, are found to have been misstated, and the premiums are thereby affected, an equitable adjustment of premiums will be made. If such misstatement involves whether or not the person's coverage would have been accepted by Us, subject to this Policy’s **Incontestability** section, the true facts will be used in determining whether coverage is in force under the terms of this Policy.

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

**CONTINUING RIGHTS**
Our failure to apply terms or conditions does not mean that We waive or give up any future rights under this Policy.

**GOVERNING LAW**
This entire Policy is governed by the laws of the State of New Jersey.

**INCONTESTABILITY OF THE POLICY**
There will be no contest of the validity of the Policy, except for not paying premiums, after it has been in force for two years.

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

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

**NOTICES AND OTHER INFORMATION**
Any notices, documents, or other information under the Policy may be sent by United States Mail, postage prepaid, addressed as follows:

If to Us: To Our last address on record with the Policyholder.

If to the Policyholder: To the last address provided by the Policyholder on an enrollment or change of address form actually delivered to Us.

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

**PAYMENT OF PREMIUMS - GRACE PERIOD**
The following paragraph only applies to Covered Persons who are NOT recipients of the premium tax credit and Covered Persons who are recipients of the premium tax credit but have not paid at least one full month's premium during the calendar year:

Premiums are due on each premium due date. Each premium other than the first must be paid within 31 days of the premium due date. Those days are known as the grace period. Premiums must be paid from the first day the Policy is in force in order for this Policy to be considered in force on a premium paying basis. Premiums must be paid for the time the Policy stays in effect. If any premium is not paid by the end of the grace period, this Policy will continue in force without premium payment during the grace period and this Policy will end when the grace period ends.

The following paragraph only applies to Covered Persons who ARE recipients of the premium tax credit who have paid at least one full month's premium during the calendar year:

Premiums are due on each premium due date. While each premium is due by the premium due date there is a grace period for each premium other than the first that runs for 3 consecutive months from the premium due date. We will pay all appropriate claims for services and supplies received during the first month of the grace period. We will pend the payment of claims for services beyond the first month through the end of the 3-month grace period. We will send You a notice if payment is not made by the premium due date and if payment is not made, the Policy will end 30 days following the date of the notice. Premium must be paid for the time coverage stays in effect. We will notify the Federal Department of Health and Human Services if the required premium is not paid by the premium due date. We will also notify the Providers for the pended claims that the claims may be denied.

**OFFSET**
We reserve the right, before paying benefits to You, to use the amount of payment due to offset any unpaid premiums or claims payment previously made in error.

**REINSTATEMENT**
If We, or one of Our duly authorized agents accept the payment of premium after the end of the grace period without requiring an application for reinstatement, such acceptance of premium shall reinstate the Policy. However, if We or one of Our duly authorized agents require an application for reinstatement and issue a conditional receipt for the premium paid, the Policy will be reinstated upon Our approval of the application, or lacking Our approval, it will be reinstated on the forty-fifth day following the date for the conditional receipt unless We have previously notified You of Our disapproval of the reinstatement application. Premiums accepted by Us after the end of the grace period are subject to a late payment interest charge determined as a percentage of the amount unpaid. That percentage will be Determined by Us from time to time, but will not be more than the maximum allowed by law. The reinstated Policy shall cover only loss resulting from Injury or Illness that begins more than 10 days after the date of reinstatement. In all other respects, We and the Covered Person shall have the same rights under the Policy as before the end of the grace period.

**PREMIUM RATE CHANGES**
The premium rates in effect on the Effective Date are referenced in the **Premium Rates** section of the Policy. We have the right to prospectively change premium rates as of any of these dates:

a) any premium due date;
b) any date that the extent or nature of the risk under the Policy is changed:
    1. by amendment of the Policy; or
    2. by reason of any provision of law or any government program or regulation;
c) at the discovery of a clerical error or misstatement as described in the **General Provisions** section of this Policy.

We will give You 30 days written notice when a change in the premium rates is made.

**STATEMENTS**
No statement will void the coverage or be used in defense of a claim under this Policy, unless it is contained in a writing signed by a Covered Person, and We furnish a copy to the Covered Person.

All statements will be deemed representations and not warranties.

**RENEWAL PRIVILEGE – TERMINATION**
All periods of insurance hereunder will begin at 12:01 a.m. and end at midnight Eastern Standard Time.

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

We have the right to non-renew this Policy on the Renewal Date following written notice to the Policyholder for the following reasons:

a) subject to 180 days advance written notice, We cease to do business in the individual health benefits market;
b) subject to 90 days advance written notice, We cease offering and non-renew a particular type of Health Benefits Plan in the individual market provided We act uniformly without regard to any Health Status-Related Factor of Covered Persons or persons who may become eligible for coverage;
c) subject to 90 days advance written notice, the Board terminates a standard plan or a standard plan option; or
d) with respect to coverage issued through the Marketplace, decertification of the plan.

The advance written notice for non-renewal for the reasons stated in items a, b and c above shall comply with the requirements of N.J.A.C. 11:20-18. Any notice provided in the event of item d above will be subject to Marketplace requirements, if any.

<u>During or at End of Grace Period - Failure to Pay Premiums</u>: If any premium is not paid by the end of its grace period, the Policy will end as described in the **Grace Period** provision.

<u>Termination by Request</u> - If You want to end this Policy because you are replacing this Policy with another individual Health Benefits Plan, You must give us notice of the replacement within 30 days after the effective date of the new Plan. This Policy will end as of midnight on the day before the effective date of the new Plan and any unearned premium will be refunded.

If You want to end this Policy for any other reason, You may write to Us, in advance of the requested termination date, to ask that the Policy be terminated. The Policy will end on the date requested.

This Policy will be renewed automatically each year on the Renewal Date, unless coverage is terminated on or before the Renewal Date due to one of the following circumstances:

a) Premiums have not been paid in accordance with the terms of the Policy, or We have not received timely premium payments; (Coverage will end as described in the **Grace Period** provision.)
b) You have performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of the Policy; (Coverage will end immediately.)
c) with respect to a Covered Person other than a Dependent, termination of eligibility if You are no longer a Resident, (We will give You at least 30 days written notice that coverage will end.)
d) You become covered under another individual Health Benefits Plan; (Coverage will end at midnight on the day before the date the individual Health Benefits Plan takes effect, provided We receive notice of the replacement within 30 days after the effective date of the new plan.)
e) With respect to a catastrophic plan, the date of a Marketplace redetermination of exemption eligibility that finds the Covered Person is no longer eligible for an exemption, or until the end of the plan year in which the Covered Person attains age 30, whichever occurs first.

**TERMINATION OF DEPENDENT COVERAGE**
If You fail to pay the cost of Dependent coverage, Your Dependent coverage will end. It will end on the last day of the period for which You made the required payments, unless coverage ends earlier for other reasons.

A Dependent's coverage ends at midnight on the date the Dependent is no longer a Dependent, as defined in the Policy However, for a Dependent child who is no longer a dependent due to the attainment of age 26 coverage ends at midnight on the last day of the calendar year in which the Dependent attains age 26. Also, Dependent coverage ends when the Policyholder's coverage ends.

**THE CONTRACT**
This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance.

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

**CLAIMS PROVISIONS**

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

**NOTICE OF LOSS**
A claimant should send a written notice of claim to Us within 20 days of a loss. No special form is required to do this. The notice need only identify the claimant and the Policyholder.

When We receive the notice, We will send a proof of claim form to the claimant. The claimant should receive the proof of claim form within 15 days of the date We received the notice of

claim. If the form is received within such time, it should be completed, as instructed, by all persons required to do so. Additional proof, if required, should be attached to the form. If the form is not received within such time, the claimant may provide written proof of claim to Us on any reasonable form. Such proof must state the date the Injury or Illness began and the nature and extent of the loss.

**PROOF OF LOSS**
Proof of loss must be sent to Us within 90 days of the loss.

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

**PAYMENT OF CLAIMS**
We will pay all benefits to which the claimant is entitled as soon as We receive written proof of loss. All benefits will be paid as they accrue. Any benefits unpaid at the Covered Person's death will be paid as soon as We receive due proof of the death to one of the following:

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

When You file proof of loss, he or she may direct Us, in writing, to pay health care benefits to the recognized provider of health care who provided the covered service for which benefits became payable. You may not assign his or her right to take legal action under this Policy to such provider. Ambetter from WellCare of New Jersey uses reimbursement policy guidelines that were developed through evaluation and validation of standard billing practices as indicated in the most recent edition of the Current Procedural Terminology (CPT) as generally applicable to claims processing or as recognized and utilized by Medicare. Ambetter from WellCare of New Jersey applies these reimbursement policy guidelines to determine which charges or portions of charges submitted by the Facility or the Practitioner are Covered Charges under the terms of the Policy.

**PHYSICAL EXAMS**

We, at our expense, have the right to examine the insured. This may be done as often as reasonably needed to process a claim. We also have the right to have an autopsy performed, at Our expense.

# Notice of Availability of Language Assistance Services and Auxiliary Aids and Services

**English:**

If you, or someone you are helping, have questions about Ambetter from WellCare of New Jersey, and are not proficient in English, you have the right to get help and information in your language at no cost and in a timely manner. If you, or someone you are helping, have an auditory and/or visual condition that impedes communication, you have the right to receive auxiliary aids and services at no cost and in a timely manner. To receive translation or auxiliary services, please contact Member Services at 1-844-606-1926 (TTY 711).

**Spanish:**

Si usted, o alguien a quien está ayudando, tiene preguntas acerca de Ambetter from WellCare of New Jersey y no domina el inglés, tiene derecho a obtener ayuda e información en su idioma sin costo alguno y de manera oportuna. Si usted, o alguien a quien está ayudando, tiene un impedimento auditivo o visual que le dificulta la comunicación, tiene derecho a recibir ayuda y servicios auxiliares sin costo alguno y de manera oportuna. Para recibir servicios auxiliares o de traducción, comuníquese con Servicios para Miembros al 1-844-606-1926 (TTY 711).

**Chinese:**

如果您或您正在協助的對象對 Ambetter from WellCare of New Jersey 所提供的任何服務有問題，且不精通英語，您有權利免費並及時以您的母語獲得幫助和訊資訊。如果您或您正在協助的對象有聽力和/或視力上的問題，阻礙了溝通，您有權利免費並及時獲得輔助支援與服務。若要取得翻譯或輔助服務，請聯絡會員服務部，電話是 1-844-606-1926 (TTY 711)。

**Korean:**

귀하 또는 귀하의 도움을 받는 분이 Ambetter from WellCare of New Jersey에 대한 질문이 있는 경우 영어에 능숙하지 않으시면 해당 언어로 시의적절하게 무료 지원과 정보를 받을 권리가 있습니다. 귀하 또는 귀하의 도움을 받는 분이 청각 및/또는 시각적으로 의사소통에 장애가 있는 경우 시의적절하게 무료 보조 도구 및 서비스를 받을 권리가 있습니다. 통역 또는 보조 서비스를 받으시려면 1-844-606-1926 (TTY 711)번으로 가입자 서비스부에 연락해주십시오.

**Portuguese:**

Se tiver dúvidas ou estiver a ajudar uma pessoa com dúvidas acerca do Ambetter from WellCare of New Jersey e não falar inglês, tem direito a obter ajuda e informações no seu idioma, sem qualquer custo e de forma atempada. Se tiver uma condição visual e/ou auditiva que dificulte a comunicação ou estiver a ajudar uma pessoa com uma condição deste tipo, tem direito a receber equipamentos ou serviços de assistência, sem qualquer custo e de forma atempada. Para ter acesso a traduções ou a serviços de assistência, contacte os Serviços de Membros através do número 1-844-606-1926 (TTY 711).

**Gujarati:**

જો તમને અથવા તમે જેમની મદદ કરી રહ્યા હો એવી કોઈ વ્યક્તિને Ambetter from WellCare of New Jersey વિશે પ્રશ્નો હોય અને અંગ્રેજીમાં પ્રવીણ ન હોય, તો તમને કોઈ ખર્ચ કર્યા વિના અને સમયસર તમારી ભાષામાં મદદ તથા માહિતી મેળવવાનો અધિકાર છે. જો તમે અથવા તમે જેમની મદદ કરી રહ્યા હો એવી કોઈ વ્યક્તિ શ્રવણશક્તિ અને/અથવા દૃષ્ટિવિષયક અવસ્થાથી પીડિત હોય કે જે સંચારને અવરોધતી હોય, તો તમને કોઈ ખર્ચ કર્યા વિના અને સમયસર સહાયક સહાય તથા સેવાઓ પ્રાપ્ત કરવાનો અધિકાર છે. અનુવાદ અથવા સહાયક સેવાઓ પ્રાપ્ત કરવા માટે, કૃપા કરીને 1-844-606-1926 (TTY 711) પર સભ્યની સેવાઓનો સંપર્ક કરો.

**Polish:**

Jeśli Ty lub osoba, której pomagasz, macie pytania dotyczące Ambetter from WellCare of New Jersey, ale nie posługujecie się biegle językiem angielskim, macie prawo do uzyskania pomocy i informacji w swoim języku bez dodatkowych kosztów i w odpowiednim czasie. Jeśli Ty lub osoba, której pomagasz, macie problemy ze słuchem i/lub wzrokiem, które utrudniają komunikację, macie prawo do otrzymania pomocy i usług pomocniczych bez dodatkowych kosztów i w odpowiednim czasie. Aby uzyskać tłumaczenie lub usługi pomocnicze, należy skontaktować się z Usługi członkowskie pod numerem 1-844-606-1926 (TTY 711).

**Italian:**

Se Lei o una persona a cui sta fornendo assistenza ha domande su Ambetter from WellCare of New Jersey e non ha una perfetta padronanza della lingua inglese, ha il diritto di ricevere aiuto e informazioni nella Sua lingua gratuitamente e tempestivamente. Se Lei o una persona a cui sta fornendo assistenza presenta una condizione uditiva e/o visiva che impedisce la comunicazione, ha il diritto di ricevere servizi ausiliari gratuitamente e tempestivamente. Per ricevere una traduzione o un servizio ausiliario, contatti i Servizi per i membri al numero 1-844-606-1926 (TTY 711).

**Arabic:**

إذا كان لديك أو لدى شخص تساعده أسئلة حول Ambetter from WellCare of New Jersey، ولم تكن بارعًا باللغة الإنكليزية، فلديك الحق في الحصول على المساعدة والمعلومات بلغتك من دون أي تكلفة وفي الوقت المناسب. إذا كنت أنت أو أي شخص تساعده تعاني من حالة سمعية و/أو بصرية تعيق التواصل، فلديك الحق في تلقي مساعدات وخدمات إضافية من دون أي تكلفة وفي الوقت المناسب. لتلقي خدمات الترجمة أو خدمات إضافية، يرجى الاتصال بـ خدمات الأعضاء على 1-844-606-1926 (TTY 711).

**Tagalog:**

Kung ikaw, o ang iyong tinutulungan, ay may mga katanungan tungkol sa Ambetter from WellCare of New Jersey, at hindi ka mahusay sa Ingles, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika nang walang gastos at sa maagap na paraan. Kung ikaw, o ang iyong tinutulungan, ay may kondisyon sa pandinig at/o pannikin na nakakaapekto sa komunikasyon, may karapatan kang makatanggap ng mga karagdagang tulong at serbisyo nang walang gastos at sa maagap na paraan. Para makatanggap ng mga serbisyo sa pagsasalin o mga karagdagang serbisyo, mangyaring makipag ugnayan sa Mga Serbisyo para sa Miyembro sa 1-844-606-1926 (TTY 711).

**Russian:**

Если у вас или у лица, которому вы помогаете, возникли какие либо вопросы о программе страхования Ambetter from WellCare of New Jersey, при этом вы недостаточно хорошо владеете английским языком, вы имеете право на бесплатную и своевременную помощь и информацию на своем родном языке. Если у вас или у лица, которому вы помогаете, наблюдается какое либо нарушение слуха и/или зрения, которое препятствует коммуникации, вы имеете право на бесплатные и своевременные вспомогательные услуги и помощь. Для получения услуг перевода или вспомогательных услуг обратитесь в отдел обслуживания участников программы страхования по номеру 1-844-606-1926 (TTY 711).

**French Creole:**

Si ou menm, oswa yon moun w ap ede, gen kesyon sou Ambetter from WellCare of New Jersey, epi nou pa mètrize Anglè, nou gen dwa pou jwenn èd ak enfòmasyon nan lang nou gratis epi nan moman ki apwopriye a. Si ou menm, oswa yon moun w ap ede, gen yon pwoblèm pou tande ak/oswa yon pwoblèm pou wè ki pètibe kominikasyon nou, nou gen dwa pou resevwa asistans ak sèvis oksilyè gratis epi nan moman ki apwopriye a. Pou resevwa sèvis tradiksyon oswa sèvis oksilyè yo, tanpri kontakte Sèvis Manm yo nan 1-844-606-1926 (TTY 711).

**Hindi:**

अगर आप या कोई ऐसा व्यक्ति जिसकी आप सहायता कर रहे हैं, के पास Ambetter from WellCare of New Jersey से जुड़े प्रश्न हैं और आप दोनों अंग्रेज़ी में माहिर नहीं हैं, तो आपको अपनी भाषा में मुफ़्त और समय पर सहायता और जानकारी प्राप्त करने का अधिकार है. अगर आपको या किसी ऐसे व्यक्ति को जिसकी आप मदद कर रहे हैं, सुनने और/या देखने में समस्या होती है और इससे बातचीत बाधित होती है, तो आपको बिना किसी लागत के और समय पर सहायक सहायता और सेवाएं प्राप्त करने का अधिकार है. अनुवाद या सहायक सेवाएं प्राप्त करने के लिए कृपया 1-844-606-1926 (TTY 711) पर सदस्य सेवाएं से संपर्क करें.

**Vietnamese:**

Nếu quý vị hoặc người mà quý vị đang giúp đỡ có câu hỏi về Ambetter from WellCare of New Jersey và không thành thạo tiếng Anh, quý vị có quyền được trợ giúp và nhận thông tin bằng ngôn ngữ của mình miễn phí và kịp thời. Nếu quý vị hoặc người mà quý vị đang giúp đỡ mắc bệnh về thính giác và/hoặc thị giác gây cản trở giao tiếp, quý vị có quyền được nhận các hỗ trợ và dịch vụ phụ trợ miễn phí và kịp thời. Để nhận dịch vụ thông dịch hoặc dịch vụ phụ trợ, vui lòng liên hệ bộ phận Dịch Vụ Thành Viên theo số 1-844-606-1926 (TTY 711).

**French:**

Si vous même ou une personne que vous aidez avez des questions à propos d'Ambetter from WellCare of New Jersey et que vous ne maîtrisez pas l'anglais, vous pouvez bénéficier gratuitement et en temps utile d'aide et d'informations dans votre langue. Si vous même ou une personne que vous aidez souffrez d'un trouble auditif ou visuel qui entrave la communication, vous pouvez bénéficier gratuitement et en temps utile d'aides et de services auxiliaires. Pour profiter de services de traduction ou de services auxiliaires, veuillez contacter Services aux membres au 1-844-606-1926 (TTY 711).

**Urdu:**

اگر آپ، یا جس کی آپ مدد کررہے ہیں وہ Ambetter from WellCare of New Jersey کے بارے میں سوالات کرنا چاہتے ہیں، اور وہ انگریزی میں ماہر نہیں ہیں، تو آپ کو اپنی زبان میں بلا معاوضہ اور بروقت مدد اور معلومات حاصل کرنے کا حق ہے۔ اگر آپ، یا جس کی آپ مدد کر رہے ہیں، انہیں سماعت اور/یا بصارت میں کوئی پریشانی درپیش ہے جس سے مواصلت میں رکاوٹ پیدا ہوتی ہے، تو آپ کو مفت اور بر وقت معاون امداد اور خدمات حاصل کرنے کا حق ہے۔ ترجمہ یا معاون خدمات حاصل کرنے کے لیے، براہ کرم 1-844-606-1926 (TTY 711) پر ممبر سروسز سے رابطہ کریں۔