

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, New York, NY 10038  
(212) 770-7000

(a capital stock company, herein referred to as the Company)

## Administrative Office:

AIG Benefit Solutions  
7330 Woodland Drive, Suite 250  
Indianapolis, Indiana 46278  
(888) 449-2377

## Specified Disease Certificate Organ & Tissue Transplant

**POLICYHOLDER:** City of Manitowoc & Manitowoc Public Utilities  
**POLICYHOLDER ADDRESS:** 900 Quay Street, Manitowoc, WI 54220  
**POLICY NUMBER:** 949-7487

**National Union Fire Insurance Company of Pittsburgh, Pa.** issues this Certificate as evidence of coverage under the Policy issued to the **Policyholder**, subject to all Policy provisions. The Policy may be amended, changed, cancelled or discontinued without the consent of any **Participant**.

**THIS IS GROUP SPECIFIED DISEASE COVERAGE AND IS NOT INTENDED TO BE A MAJOR MEDICAL HEALTH PLAN. THIS COVERAGE IS INTENDED TO QUALIFY AS AN "EXCEPTED BENEFIT" UNDER FEDERAL AND STATE LAW.**

***PLEASE READ THIS CERTIFICATE CAREFULLY FOR A FULL DESCRIPTION OF THE BENEFITS, EXCLUSIONS, AND LIMITATIONS.***

***The Company settles claims based on specific methodology and the eligible amount of a claim, as determined by the specific methodology, may be less than the provider's billed charge.***

This Policy is signed for the **Company** by its President and Secretary.



President



Secretary

## TABLE OF CONTENTS

<u>PROVISION</u>	<u>PAGE</u>
SCHEDULE OF BENEFITS.....	3
BENEFIT PROVISIONS .....	6
INSURING AGREEMENT .....	6
NOTIFICATION REQUIREMENTS .....	6
COVERED TRANSPLANT SERVICES.....	6
PRE-EXISTING CONDITION WAITING PERIOD .....	8
MULTIPLE TRANSPLANTS.....	9
NON-PERFORMANCE OF COVERED TRANSPLANT PROCEDURES.....	9
TRANSPLANT NURSE ADVISOR.....	9
TRAVEL, LODGING, AND MEALS BENEFIT.....	10
AMBULANCE BENEFIT .....	10
DISABILITY, LEAVE OF ABSENCE, OR LAYOFF.....	10
CLAIMS PROVISIONS .....	11
APPEAL AND GRIEVANCE PROCEDURES.....	12
COORDINATION OF BENEFITS .....	14
EXCLUSIONS .....	16
RIGHT TO AMEND RATES AND POLICY TERMS .....	18
TERMINATION PROVISIONS.....	18
GENERAL PROVISIONS .....	19
DEFINITIONS .....	21
APPENDIX – COVERED SPECIFIED DISEASES.....	26

## SCHEDULE OF BENEFITS

**POLICY YEAR:** January 1, 2014 through December 31, 2014

**COVERED TRANSPLANTS:** The following transplant procedures are covered as long as the transplant is the result of one of the Covered Specified Diseases set forth in the Appendix.

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Heart                             | <input checked="" type="checkbox"/> Heart/ Lung              | <input checked="" type="checkbox"/> Autologous Bone Marrow<br>Peripheral Stem Cell<br>Including High Dose Chemo             |
| <input checked="" type="checkbox"/> Lung/Double Lung                  | <input checked="" type="checkbox"/> Kidney/ Pancreas         | <input checked="" type="checkbox"/> Allogeneic Bone Marrow<br>Peripheral Stem Cell<br>Including High Dose Chemo (related)   |
| <input checked="" type="checkbox"/> Kidney (living or deceased donor) | <input checked="" type="checkbox"/> Kidney/Liver             | <input checked="" type="checkbox"/> Allogeneic Bone Marrow<br>Peripheral Stem Cell<br>Including High Dose Chemo (unrelated) |
| <input checked="" type="checkbox"/> Pancreas                          | <input checked="" type="checkbox"/> Liver/Intestine          | <input checked="" type="checkbox"/> Cord Blood<br>Including High Dose Chemo   |
| <input checked="" type="checkbox"/> Liver (living or deceased donor)  | <input checked="" type="checkbox"/> Pancreas/Intestine       |   |
| <input checked="" type="checkbox"/> Intestine                         | <input checked="" type="checkbox"/> Liver/Pancreas/Intestine |   |
|   | <input type="checkbox"/> Other (specify):                    |   |

### TRANSPLANT BENEFIT PERIOD:

The Transplant Benefit Period begins on the date of **Transplant Evaluation** for a **Covered Transplant Procedure**.

The Transplant Benefit Period ends on the earliest of the following dates:

1. The end of the 365th day following the **Covered Transplant Procedure**;
2. The date the **Participant's** Lifetime Limit has been reached under the Policy, if applicable;
3. The date the Policy terminates, but only if:
  - a. The **Policyholder** cancels the Policy prior to the last day of the current **Policy Year**; or
  - b. The **Participant's** Transplant Benefit Period has begun, but such **Participant** has not received a **Covered Transplant Procedure** as of the date of termination of the Policy; or
4. The date the **Participant's** COBRA benefits terminate, if applicable.
5. The date established by the Non-Performance of Covered Transplant Procedures provision.

If there is no **Transplant Evaluation**, the Transplant Benefit Period begins on the date of a **Covered Transplant Procedure**.

For a Bone Marrow/Peripheral Stem Cell Tissue Transplant, the date the tissue is re-infused is deemed to be the date of the **Covered Transplant Procedure**.

All benefits provided during a Transplant Benefit Period that extend beyond the **Policy Year** will be based on the Policy terms in effect at the start of the Transplant Benefit Period.

A Transplant Benefit Period cannot begin prior to the date the **Participant** first becomes covered under the Policy.

## SCHEDULE OF BENEFITS

(Continued)

**LIFETIME LIMIT:** Unlimited for each **Participant**

The following charges are included within and reduce each **Participant's** Lifetime Limit:

1. All benefits paid on behalf of the **Participant** (including covered donor charges) under the Policy and any preceding or succeeding Organ & Tissue Transplant Policy between **us** and the **Policyholder**; and
2. All benefits paid by **us** under the "Travel, Lodging, and Meals Benefit" provision.

**REIMBURSEMENT AMOUNTS:**

A. PARTICIPATING PROVIDER: ..... 100% of **Covered Charges** for **Covered Transplant Services** provided through a **Participating Transplant Provider**.

B. NONPARTICIPATING PROVIDER: .....80% of **Covered Charges** for **Covered Transplant Services** provided through a **Nonparticipating Transplant Provider** with respect to the type of **Covered Transplant Procedure** performed. Benefits for **Covered Transplant Services** provided through a **Nonparticipating Transplant Provider** will not exceed the Maximum Amounts stated below:

COVERED TRANSPLANT PROCEDURE	MAXIMUM BENEFIT FOR ALL COVERED TRANSPLANT SERVICES PROVIDED BY A NONPARTICIPATING TRANSPLANT PROVIDER
Heart	\$437,000
Lung (Single)	\$261,000
Lung (Double)	\$363,000
Kidney (living or deceased donor)	\$156,000
Pancreas	\$163,000
Liver (living or deceased donor)	\$196,000
Intestine	\$626,000
Heart/Lung	\$495,000
Kidney/Pancreas	\$200,000
Kidney/Liver	\$419,000
Liver/Intestine	\$700,000
Pancreas/Intestine	\$668,000
Liver/Pancreas/Intestine	\$716,000
Autologous Bone Marrow/Peripheral Stem Cell Including <b>High Dose Chemotherapy</b>	\$175,000
Allogeneic Bone Marrow/Peripheral Stem Cell Including <b>High Dose Chemotherapy</b> - related	\$297,000
Allogeneic Bone Marrow/Peripheral Stem Cell Including <b>High Dose Chemotherapy</b> - unrelated	\$380,000

C. SECONDARY PAYOR: ..... When benefits under the Policy are considered secondary, as determined by the Coordination of Benefits provisions, benefit payments will be based on the lesser of: a) **Covered Charges**; or b) the negotiated amount established between the primary payor and the **Provider**.

**SCHEDULE OF BENEFITS**

(Continued)

**ENDORSEMENTS:** Yes  No

If yes, please specify:

**POLICYHOLDER'S MEDICAL PLAN ADMINISTRATOR:**

Auxiant

## BENEFIT PROVISIONS

Boldfaced terms have special meaning. Please refer to the Definitions section or Benefit Provision section for a complete description of such terms.

### INSURING AGREEMENT:

Subject to all terms, conditions, limitations, and exclusions, **we** will pay **Covered Charges** incurred by **you** for **Covered Transplant Services** performed by a **Transplant Provider** that are directly related to a **Covered Transplant Procedure** resulting from one of the Covered Specified Diseases set forth in the Appendix.

### NOTIFICATION REQUIREMENTS FOR TRANSPLANTS AND POTENTIAL TRANSPLANTS:

**We** must be notified as soon as possible by **you**, the **Policyholder**, the **Policyholder's Medical Plan Administrator**, or **your Physician** that a **Covered Transplant Procedure** is being considered. Notification must occur before the referral is made to the Transplant Provider and services are rendered for any **Transplant Consultation** and/or **Initial Transplant Evaluation**. Notifications must be submitted to:

AIG Benefit Solutions  
7330 Woodland Drive, Suite 250  
Indianapolis, Indiana 46278  
Attention: Transplant Nurse Advisor  
(888) 449-2377

### COVERED TRANSPLANT SERVICES:

*The following services require our prior approval and are eligible for coverage if they are provided to **you**, performed by a **Transplant Provider**, and directly related to a **Covered Transplant Procedure**. **Complications of donation experienced by the living donor are not covered.***

1. Initial Transplant Evaluation. **Initial Transplant Evaluation** means screening tests, labs, x-rays, scans, procedures (including dental evaluations, x-rays, and examinations), and consultations for **you** (and any applicable living donor) to determine if **you** are an appropriate transplant candidate.
2. Ongoing Transplant Evaluation (after **you** have been approved for a transplant). **Ongoing Transplant Evaluation** means screening tests, labs, x-rays, scans, procedures, and consultations that occur in order for **you** to meet the listing requirements according to the United Network for Organ Sharing (UNOS) for solid organ transplantation.
3. Work-Up. **Work-Up** means screening tests, labs, x-rays, scans, procedures, and consultations to determine the appropriateness for **your** transplantation just prior to: a) beginning High Dose Chemotherapy to be followed by bone marrow/stem cell transplantation; or b) admission for solid organ transplantation.

## BENEFIT PROVISIONS

(Continued)

4. Clinical Trials. **Clinical Trials** means those services including and directly related to a **Covered Transplant Procedure** associated with **your** participation in a clinical trial which includes coverage for all **Routine Patient Costs** associated with Phases I, II, III and IV clinical trials that are federally funded or approved by one or more of the following:
- The National Institutes of Health, including the National Cancer Institute (NCI).
  - The Centers for Disease Control and Prevention.
  - The Agency for Health Care Research and Quality.
  - The Centers for Medicare & Medicaid Services.
  - Cooperative group or center of any of the entities described in a. through d. or the Department of Defense or the Department of Veterans Affairs.
  - A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
  - The Department of Energy.
  - The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
  - The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

Clinical trial coverage is subject to either federal or state law, whichever provides the greater benefit level. If **you** are not participating in a clinical trial, the proposed treatment plan, protocol, supply, service or drug will be subject to the **Experimental and/or Investigational Treatment** definition. In either case, coverage is dependent on being **Medically Necessary**.

5. Solid Organ Procurement. **Solid Organ Procurement** means compatibility testing and procurement expenses for living and deceased donors; donor's surgical procedure to remove the organ or tissue; and inpatient and outpatient services for living donor.
6. Bone Marrow or Stem Cell Procurement. **Bone Marrow or Stem Cell Procurement** means expenses for:
- Procurement from **you** for autologous bone marrow/stem cell transplant;
  - Procurement from a living donor for allogeneic bone marrow/stem cell transplant, including compatibility testing of relatives;
  - Testing/typing of potential unrelated donors;
  - Tests related to the procurement of bone marrow/stem cells, including human leukocyte antigen typing;
  - Mobilization and collection of bone marrow and/or stem cells including prescription drugs used to mobilize stem cells; and
  - Storage (for up to 6 months) of bone marrow/stem cells (autologous or allogeneic) for future use, as long as a bone marrow/stem cell transplant has been scheduled to occur within the same 6 months; and
  - Bone marrow/stem cell registry search expenses such as from the National Marrow Donor program (NMDP).
7. Covered Transplant Procedure. **Covered Transplant Procedure** means a **Medically Necessary** adult or pediatric human organ and tissue transplant: a) resulting from one of the Covered Specified Diseases set forth in the Appendix; and b) listed as a Covered Transplant in the Schedule of Benefits that is not **Experimental and/or Investigational Treatment**.
8. Transplant Hospitalization. **Transplant Hospitalization** means the hospitalization for the **Covered Transplant Procedure** including inpatient **Hospital** services, **Physician** services and ancillary services. For solid organ transplantation, coverage begins twenty-four (24) hours prior to the transplant procedure and includes Work-Up. Hospitalization of living solid organ donors is covered. For bone marrow/stem cell transplants, coverage begins with the Work-Up immediately prior to beginning **High Dose Chemotherapy** to include subsequent infusion of autologous or allogeneic bone marrow/stem cells. Bone marrow/stem cell transplantation may be performed as an inpatient or outpatient.

## BENEFIT PROVISIONS

(Continued)

9. Follow-Up. **Follow-Up** means **Hospital** services (inpatient and outpatient), **Physician** services, labs, x-rays, procedures, and other diagnostic tests rendered by a **Transplant Provider** to determine the status of the transplanted organ or tissue after discharge from a **Transplant Hospitalization**.
10. Complications after Transplant for Recipient. **Complications after Transplant for Recipient** means services, supplies, and prescription drugs to treat complications experienced by the transplant recipient after transplant, such as:
  - a. Rejection of a solid organ;
  - b. Surgical complications; and
  - c. Graft versus host disease of transplanted bone marrow or stem cells.

Services may be rendered during the **Transplant Hospitalization** or after discharge from **Transplant Hospitalization**.

11. Acute Rehabilitation or Non-Acute Rehabilitation after Discharge from Transplant Hospitalization. **We** will pay for up to a total of 15 days/visits for physical rehabilitation, whether inpatient, outpatient, or in the home. In addition, for heart or lung transplant patients, **we** will pay for up to an additional 36 outpatient cardiac and/or pulmonary rehabilitation sessions.
12. Home Health Care after Discharge from Transplant Hospitalization. **We** will pay for up to a total 15 home health care visits by a registered nurse to administer intravenous drugs, train the patient (and/or family) for self-administration of drugs, wound care, or similar procedures.
13. Durable Medical Equipment after Discharge from Transplant Hospitalization. **We** will pay for rental of durable medical equipment after discharge from the **Transplant Hospitalization**. This benefit is limited to the lesser of a total 15 days of rental or the purchase price of such equipment.
14. Prescription Drugs. **We** will pay for immunosuppressants, prophylactic antibiotics, prophylactic antivirals and prophylactic antifungals that are **Medically Necessary** after discharge from the **Transplant Hospitalization** for up to 365 days after the date of transplantation. Drugs used to treat conditions not directly related to the **Covered Transplant Procedure** are not covered.

### PRE-EXISTING CONDITION WAITING PERIOD:

If **you** have a **Pre-existing Condition** on the **Policy Effective Date** (referred to in the Renewal Endorsement as the Original Policy Effective Date), **you** are required to fulfill a 12 month waiting period before benefits are provided under the Policy. The waiting period does not apply if **you** become eligible for coverage after the **Policy Effective Date** (or Original Policy Effective Date, if applicable), unless **you** are added to the **Medical Plan** as a result of the **Policyholder** acquiring a new group, affiliate, division, and/or subsidiary.

If **you** receive a transplant during a **Pre-Existing Condition Waiting Period**, that transplant and all related charges are excluded from coverage under the Policy and subsequent renewals.

## BENEFIT PROVISIONS

(Continued)

### MULTIPLE TRANSPLANTS:

If **you** require more than one **Covered Transplant Procedure**, benefits are determined as follows:

1. **Covered Transplant Procedures** that are due to related causes are subject to the same Transplant Benefit Period established by the first **Covered Transplant Procedure**. However, if the related **Covered Transplant Procedures** are separate by at least 90 days, a separate Transplant Benefit Period will be established for each procedure.
2. **Covered Transplant Procedures** that are due to unrelated causes will each have their own Transplant Benefit Period.
3. In no event will benefits provided under the Policy exceed the **Participant's** Lifetime Limit shown in the Schedule of Benefits, regardless of the number of **Covered Transplant Procedures** performed.

### NON-PERFORMANCE OF COVERED TRANSPLANT PROCEDURES:

If **you** have established a Transplant Benefit Period, but the **Covered Transplant Procedure** is not performed as scheduled due to **your** medical condition or death, benefits will be paid for **Covered Transplant Services** up to and until the earlier of:

1. **Your** death; or
2. The date **your Physician** decides not to perform the **Covered Transplant Procedure**.

### TRANSPLANT NURSE ADVISOR:

**We** will assign a transplant nurse advisor to facilitate the required prior authorization of all transplant related services, transplant coverage determinations, access to transplant facilities, and ongoing patient support related to transplantation during the Transplant Benefit Period. All **Covered Transplant Services** require pre-authorization through **your** assigned Transplant Nurse Advisor. **We** may, in certain circumstances in **our** sole discretion, provide benefits for **Medically Necessary** services, supplies or drugs that would otherwise be excluded from coverage. Such services, supplies or drugs may be covered as a result of changes in standards of care and/or emerging technology not addressed in the **Policy**. If **we** provide any benefit not covered under the **Policy**, this fact shall not be used against us in any similar case and we shall not be required to extend this benefit to any other **Participant**.

## BENEFIT PROVISIONS

(Continued)

### TRAVEL, LODGING, AND MEALS BENEFIT:

Your Benefit. We will reimburse reasonable and necessary travel expenses, as determined by us, incurred by you and one companion (two companions if you are a minor) during a Transplant Benefit Period for travel related to a **Covered Transplant Procedure**. Travel expenses include transportation, lodging, and meals and are subject to the limits shown below.

Living Donor Benefit. We will reimburse reasonable and necessary travel expenses, as determined by us, incurred by a living donor and one companion during a Transplant Benefit Period for travel related to a **Covered Transplant Procedure**. Travel expenses include transportation, lodging, and meals and are subject to limits shown below.

Transportation includes: automobile; boat; airplane; and train. Automobile mileage reimbursement is based on current federal guidelines for mileage reimbursement.

Reimbursement for travel expenses will only be provided once we have received itemized receipts and a completed Travel Expense Form (as supplied by us).

DESCRIPTION	BENEFIT LIMIT
Lodging and meals for you and companion(s)	Up to \$300 per day per <b>Covered Transplant Procedure</b>
Lodging and meals for living donor and companion	Up to \$300 per day per <b>Covered Transplant Procedure</b>
<b>The Maximum Travel Benefit</b> for all eligible travel expenses (transportation, lodging, and meals) incurred by you, a living donor, and all eligible companions are limited to a combined Maximum Travel Benefit of \$15,000 per <b>Covered Transplant Procedure</b> . These travel, lodging, and meal benefits are included within and reduce your Lifetime Limit.	

### AMBULANCE BENEFIT:

In the event you require immediate, **Medically Necessary** ground or air (jet or helicopter) ambulance transportation to a **Transplant Provider** for treatment related to a **Covered Transplant Procedure**, we will pay the **Reasonable and Customary** travel expenses, as determined by us, up to the Benefit Limit specified below, for services rendered within the United States by a licensed professional ambulance service, regularly scheduled airline, air ambulance, or railroad. Ambulance transportation (ground or air) requires our prior approval.

BENEFIT LIMIT: Up to \$25,000 per Transplant Benefit Period.

### DISABILITY, LEAVE OF ABSENCE, OR LAYOFF:

If you are not actively at work as a result of a disability, leave of absence, Family Medical Leave (as defined by the Family Medical Leave Act of 1993), or layoff, eligibility for benefits provided under the Policy will only be extended to you through the earliest of:

1. The continuance period established by the underlying **Medical Plan** for such absences; or
2. The 12 month period immediately following the date your disability, leave of absence or layoff first began.

This provision does not apply to Retirees covered under the **Medical Plan** and the Policy, or individuals continuing benefits under COBRA or any other federally mandated program.

## CLAIMS PROVISIONS

### A. Filing Claims.

The Policy provides coverage for claims that are incurred within the **Policy Year** and submitted for payment within twelve (12) months following the **Date of Service**. Unless otherwise stated in the Policy, claims will not be considered for payments if received after twelve (12) months following the **Date of Service**.

Claims must be filed in a manner approved by **us**, and must include the following information:

1. **Your** name and address;
2. **Your** ID Number;
3. **Provider's** name, address, and Tax ID Number;
4. Itemized bill that includes the CPT codes or description of each charge; and
5. Diagnosis.

### B. Claim Payment.

**We** will pay benefits for all **Covered Charges** in accordance with the terms of the Policy within 30 days after receiving all necessary information. Benefits are paid to **you** or to **your** assignee or designee. **We** may pay benefits directly to the **Provider** or to any relative **we** deem appropriate if a benefit is payable and **you** are: 1) a minor; 2) legally incapable of giving valid receipt and discharge of payment; or 3) deceased.

## APPEAL AND GRIEVANCE PROCEDURES

Appeals must be submitted for consideration within 180 days of the date of **our** payment (if the appeal is based upon **our** payment) or within 180 days of the date of our denial of coverage. Grievances regarding **our** services or product may be submitted at any time during the **Policy Year**.

**A. Appeal Process.** An appeal is a formal request for review of **our** determinations regarding transplant related services, including but not limited to **our** payment(s) and/or coverage denials. The following reviews are available to **you** upon filing an appeal:

1. **Informal Review.** **You** or **your** designee may submit an oral complaint to **us** for Informal Review after an event that gives rise to an Appeal. **We** must respond to **you** or **your** designee in writing within 30 days after receiving the Appeal and any additional information requested for the Informal Review. At any time during the Informal Review, **you** may submit a written request for the Appeal to be reviewed through the Formal Review Process.
2. **Formal Review.** The Formal Review process includes a First Level Review, Second Level Review, Independent Review, and Expedited Independent Review Process.
  - a. **First Level Review.** **You**, **your** designee, or **your Provider** may submit a written Appeal to **us** for review. **You** will not be allowed to attend, or have a representative attend, a First Level Review. However, **you** may submit written material for the review. **We** must issue a written decision to **you** within 30 days after receiving the Appeal and any information necessary to complete the review.
  - b. **Second Level Review.** The Second Level Review process is available when **you** are not satisfied with the outcome of the First Level Review. **You** or **your** designee may attend the Second Level Review. Persons reviewing a Second Level Appeal that involves a Utilization Review or a clinical issue will include a **Provider** who has appropriate expertise. The Second Level Review will be conducted within 45 days after the request for such review is received. **We** will issue a written decision to **you**.
  - c. **Independent Review.** Independent Review is available when **you** are not satisfied with the outcome of the First Level Review and Second Level Review. **You** will not be allowed to attend, or have a representative attend, this review. To request an independent review, **you**, **your** designee, or authorized representative shall provide **us** with timely written notice of the request (including the name of the independent review organization selected). In addition, **you** must pay a \$25 fee to the independent review organization. **We** will notify the commissioner and the independent review organization **you** selected of the request for independent review. If **you** prevail on the review (in whole or in part), **we** will refund the entire amount **you** paid. The decision rendered by the independent review organization is binding on **you** and **us**.
  - d. **Expedited Independent Review.** The Independent Review process explained above can be expedited (wherein First Level Review and Second Level Review are not required) as long as **we** receive notification from **you** or **your** designee, and either:
    - i. Both parties agree that the matter may proceed directly to independent review; or
    - ii. Along with the notice of **your** request for independent review, **you** also submit to the independent review organization (that **you** selected) a request to bypass the internal grievance procedure and the independent review organization determines that the timeframes for the Informal Review, First Level Review or Second Level Review would seriously jeopardize **your** life or health of **your** ability to regain maximum function. **We** must conduct the review and communicate **our** decision within four days after receiving all necessary information to complete the review.

All appeals are reviewed and determined by a Peer Reviewer. Peer Reviewers are **Physicians** who:

1. Are clinical peers;
2. Hold an active, unrestricted license to practice medicine;
3. Are in a similar specialty as typically manages the medical condition, procedure, or treatment as the treating **Physician**; and
4. Are neither the individual nor a subordinate of the individual who made the original coverage determination or denial.

## APPEAL AND GRIEVANCE PROCEDURES

(Continued)

**B. Grievance Process.** A grievance or complaint is an expression of dissatisfaction regarding **our** products or services. **You** or **your** designee may submit a grievance verbally or in writing. Depending on the nature of the grievance and whether or not a response is requested, **we** will respond verbally and/or in writing within thirty (30) business days following receipt of the grievance. Grievances will be considered when measuring the quality and effectiveness of **our** products and services.

## COORDINATION OF BENEFITS

**A. Applicability.** This Section applies when **you** make a claim for reimbursement of **Covered Charges**, and **you** are covered by **Additional Medical Coverage**. If this provision applies, review the Order-of-Benefit-Determination Rules, under the heading of the same name, to determine whether the Policy's coverage is payable before or after **Additional Medical Coverage**. The Policy's coverage will not be reduced when its coverage is payable first, as determined under the Order-of-Benefit-Determination Rules; but may be reduced when another plan's benefits are payable first, as determined under the Order-of-Benefit-Determination Rules as set forth below.

**B. Order-of-Benefit-Determination Rules.** When there is a basis for a claim under the Policy and **Additional Medical Coverage**, the Policy is secondary if: (1) the **Additional Medical Coverage** does not have rules coordinating its benefits with the Policy; or (2) the **Additional Medical Coverage's** rules, the Policy's rules, or both, require the Policy's coverage be determined after those of the **Additional Medical Coverage**, except as may occur under the gender rule exception in Item C.2, below.

**C. Filing Guidelines.** The general guidelines which follow discuss the order in which **you** should file claims when **you** are covered under **Additional Medical Coverage**, using the first of the rules which applies:

1. The **Additional Medical Coverage** that covers **you** as a subscriber is obligated to pay before the Policy covering **you** as a dependent.
2. When the parents of a dependent child are neither separated nor divorced:
  - a. **You** must file first under the Policy or **Additional Medical Coverage** covering the dependent child of the parent whose birthday falls earlier in the year; then file under the Policy or **Additional Medical Coverage** of the parent whose birthday falls later in the year; but
  - b. If both parents have the same birthday, the **you** must file first under the Policy or **Additional Medical Coverage** which has covered the parent for the longer period of time, and then under the Policy or **Additional Medical Coverage** of the other parent.

**EXCEPTION:** If the **Additional Medical Coverage** does not have the "birthday rule," but instead has a rule based upon the parent's gender, and as a result the Policy and the **Additional Medical Coverage** do not agree on the order of benefit determination, the rule of the **Additional Medical Coverage** will determine the order.

3. When the parents of a dependent are separated or divorced:
  - a. **You** must file first under the Policy or **Additional Medical Coverage** which covers the child as a dependent of the parent with custody; then
  - b. **You** must file under the Policy or **Additional Medical Coverage** which covers the child as a dependent of the **spouse** of the parent with custody; then
  - c. **You** must file under the Policy or **Additional Medical Coverage**, which covers the child as a dependent of the parent without custody.

**EXCEPTION:** If there is a court decree which establishes financial responsibility for medical, dental, or other health care expenses regarding the dependent child of parents who have separated or divorced:

- a. **You** must file first under the Policy or **Additional Medical Coverage** which covers the child as a dependent of the parent with such financial responsibility; then
- b. File under the Policy or **Additional Medical Coverage**, which covers the child as a dependent of the other parent.

If the specific terms of the court decree state that the parents have joint custody without stating that one parent is responsible for the child's medical, dental, or other health care expenses, file as described in Item C.2, above.

## COORDINATION OF BENEFITS

(Continued)

4. **You** must file first under the Policy or **Additional Medical Coverage** which covers **you** as a subscriber who is neither laid-off nor retired, or as a dependent of a subscriber; then file under the Policy or **Additional Medical Coverage** which covers **you** as a laid-off or retired subscriber or as a dependent of a laid-off or retired subscriber. Ignore this paragraph if the **Additional Medical Coverage** does not contain this paragraph and, as a result, the Policy and the **Additional Medical Coverage** do not agree on the order of benefit determination.
  5. When the order of payment cannot be determined in accordance with these general guidelines, file first under the Policy or **Additional Medical Coverage** which has covered **you** for the longer period of time, then under the Policy or **Additional Medical Coverage** which has covered **you** for the shorter period of time.
- D. Effect on the Policy's Coverage.** When **you** are covered under two or more policies, which together pay more than the **Covered Charges** for **Covered Transplant Services**, **we** will pay the Policy's benefits according to the Order-of-Benefit-Determination Rules. The Policy's benefit payments will not be affected when this Policy is primary. **However, when the Policy is secondary under the Order-of-Benefit-Determination Rules, benefits payable will be reduced (if necessary) so that combined benefits of all policies covering the Participant do not exceed the lesser of: 1) Covered Charges; or 2) the negotiated amount established between the primary insurer and the Provider.**
- E. Right to Receive and to Release Information.** To coordinate benefits, **we** will release or obtain information regarding a claim from any insurance company, organization, or person. **You** must furnish the **Company** with any information necessary to coordinate benefits.

**Right to Obtain Recovery.** **We** are not liable for any failure to coordinate benefits. If **we** pay full benefits on a claim for which it has only secondary liability, **we** may recover the difference from **you** or from any other appropriate party.

## EXCLUSIONS

**We** will not pay, in whole or in part, for any of the following:

- A. Any service or supply not directly related to a **Covered Transplant Procedure**. This includes any service, supply, or prescription drug rendered to monitor or treat the underlying disease and/or an unrelated disease before or after transplant (that is not part of the actual **Covered Transplant Procedure**).
- B. Services, supplies, and prescription drugs for treatment of complications related to a **Covered Transplant Procedure**, unless such complications are determined by **us** to be the immediate and direct result of a **Covered Transplant Procedure**.
- C. Services, supplies and prescription drugs required to meet **Transplant Provider's** patient transplant listing requirements including, but not limited to, programs for: chemical dependency; alcoholism; smoking cessation; and weight loss.
- D. Nutritional supplements including, but not limited to, full or partial oral or intravenous nutrition after discharge from a transplant hospitalization or outpatient transplant procedure.
- E. Charges for any transplant related services or supplies incurred prior to the **Policy Effective Date**.
- F. Charges for any transplant related services or supplies related to a transplant that results from an accident or any disease not specified in the Appendix.
- G. Charges for prescription drugs incurred prior to a **Covered Transplant Procedure**, except for prescription drugs used in mobilization and/or **High Dose Chemotherapy** that is part of a **Covered Transplant Service**.
- H. Charges for prescription drugs incurred after discharge from a transplant hospitalization, except for immunosuppressants, prophylactic antibiotics, prophylactic antivirals, prophylactic antifungals, and/or prescription drugs used to treat complications directly related to a **Covered Transplant Procedure**.
- I. Chemotherapy and/or surgery prior to beginning **High Dose Chemotherapy** (including bone marrow/stem cell transplantation).
- J. Services provided for the removal of a transplanted solid organ, unless the removal is provided during a **Covered Transplant Procedure**.
- K. Services, supplies, and/or drugs provided after: 1) a transplanted solid organ has been removed from the transplant recipient; 2) a transplanted solid organ ceases to function; 3) disease has returned in a solid organ or bone marrow/stem cell transplant recipient; or 4) prescription drugs, chemotherapy, radiation or other treatment has been rendered to treat the return of disease or as a prophylactic to the return of disease.
- L. Services for human leukocyte antigen typing of **you** or **your** relatives, compatibility testing, unrelated bone marrow/stem cell searches on registries, and harvest and/or storage of bone marrow/stem cells when bone marrow/stem cell transplant has not been reviewed and approved by **us**.
- M. Services and supplies for immunizations.
- N. Animal organ or artificial organ transplants.
- O. Charges for a stand-by **Physician**, unless otherwise approved by **us**.
- P. Services of a **Provider** who is a member of **your Immediate Family**.
- Q. Services, supplies, or **Hospital** care which **we** determine are not **Medically Necessary** for the treatment of illness, diseased condition, or impairment, except as specifically stated as covered.
- R. **Custodial Care**.
- S. Hospice care.
- T. Charges for any **Experimental and/or Investigational Treatment**, except as specifically stated in the Policy.
- U. Charges paid or payable under Workers' Compensation.
- V. Preventive or routine care (including physicals, premarital examinations, any other routine or periodic examinations), dental services and supplies, education and training, except as specifically stated as covered.
- W. Research studies or screening examinations.
- X. Services or supplies to the extent **you** are not legally obligated to pay for them.
- Y. Expenses incurred before the **Policy Year** begins or after it ends, except as stated in the Policy.
- Z. Rest cures or sanitarium care.
- AA. Services or supplies furnished by any **Provider** acting beyond the scope of such **Provider's** license.
- BB. Any service or supply that is a **Medicare** Part A, Part B, or Part D liability.
- CC. Services or supplies received from a dental or medical department maintained by or on behalf of the **Policyholder**.
- DD. Services provided by any governmental agency to the extent that **you** are not charged for them, unless otherwise required by state or federal law.
- EE. Services or supplies not specifically stated as covered.

## EXCLUSIONS

(Continued)

- FF. Telephone consultations, charges for failure to keep a scheduled visit, or charges for completing a claim form.
- GG. Recreational or diversional therapy.
- HH. Materials used in occupational therapy.
- II. Personal hygiene and convenience items, such as air conditioners, humidifiers, hot tubs, whirlpools, or physical exercise equipment, even if a **Provider** prescribes such items.
- JJ. Services and supplies, which are eligible to be repaid under any private or public research fund whether or not such funding was applied for or received.
- KK. Services and supplies for treatment of complications or diseases incurred by a living donor, including, but not limited to, increase length of hospitalization or the costs to treat any complication or disease.
- LL. Services and supplies incurred by any COBRA continuee whose COBRA continuation coverage was not offered and/or elected, and premiums were not paid, within the time frames required by COBRA.
- MM. **Prescription Drugs** for the treatment or prevention of a rejected organ or tissue following the end of the Transplant Benefit Period.
- NN. Services and supplies of any **Provider** located outside the United States of America, except for organ or tissue procurement services, unless otherwise prohibited by United States federal law.
- OO. Biological and/or mechanical devices used as a bridge to transplant unless specifically included in the Schedule of Benefits.
- PP. Charges for any transplant-related services or supplies incurred during the current **Policy Year** when the transplant procedure occurred prior to the **Policy Effective Date**. However, we will make an exception to this Exclusion for **Covered Charges** related to a **Covered Transplant Procedure** you received under a previous Organ & Tissue Transplant Policy issued by **us** to the **Policyholder**, as long as:
  1. There has been no break in coverage between the Transplant Policies issued by **us**; and
  2. The **Covered Charges** are for services or supplies incurred within the Transplant Benefit Period for the **Covered Transplant Procedure**.

## RIGHT TO AMEND RATES AND POLICY TERMS

**We** may revise the premium rates or any other terms of the Policy on the occurrence of any of the following:

- A. The date the **Policyholder** amends the **Medical Plan**.
- B. The date the **Policyholder** requests a benefit change in the Policy.
- C. The date the **Policyholder** adds or deletes a subsidiary or affiliate.
- D. The date an increase or decrease in the number of **Participants** exceeds 25% in any one month or 25% over any period of three consecutive months. The number of **Participants** will be derived from the **Policyholder's** monthly premium statements or any other reports obtained from the **Policyholder** or the **Medical Plan's Administrator**.
- E. The date **we** are notified by the state in which the **Policyholder** is located of any state imposed tax or assessment for which **we** are obligated to pay.
- F. The date of any change in the **Policyholder's** business that materially affects **our** risk.
- G. The date it is discovered that there has been a material misrepresentation or nondisclosure of information that **we** could reasonably have expected to have been disclosed to **us** by the **Policyholder** or the **Policyholder's Medical Plan Administrator**.

## TERMINATION PROVISIONS

**We** may cancel benefits under the Policy as specified in the Policyholder Provisions.

In addition, **your** coverage shall automatically terminate on the earliest of the following dates:

- A. The date the Policy is terminated, as specified in the Policy. (The **Policyholder** is responsible for notifying **you** of the termination of the Policy.)
- B. The date **you** cease to be a covered **Participant**.
- C. The date **we** receive written notice from **you** or the **Policyholder** instructing **us** to terminate **your** coverage. (Coverage will terminate on the date specified in the notice, if provided.)

## GENERAL PROVISIONS

- A. Defined Terms.** The Policy contains certain defined terms that have been capitalized. Please refer to the Definitions section of the Policy for a complete description of such terms.
- B. Incontestability.** **We** may declare the Policy null or cancel it, if the **Application** contains a material misrepresentation. However, this provision will not apply once the Policy has been in effect for two years.
- C. Representations Not Warranties.** A copy of the **Application** is attached to the Policy. All statements made by the **Policyholder** or by **Participants** applying for coverage will be considered representations and not warranties. No statement appearing on the **Application** will be used to contest the validity of the **Policyholder's** right to the benefits of the Policy, unless the **Policyholder** has been furnished a copy of the **Application**.
- D. Evidence of Insurability.** The **Policyholder** is required to provide **us** with verification that **you** are covered by the **Policyholder's Medical Plan**.
- E. Notice.** When **we** provide written notice to the **Policyholder's** last known address regarding the administration of the Policy, it is deemed to be notice to all affected parties. The **Policyholder** is responsible for giving **you** notice, if applicable.
- F. Legal Action.** No legal action may be brought under the Policy within 60 days after **we** receive a claim. No action may be brought after 3 years from the date the claim is required to be furnished to **us**.
- G. Information Release and Data Confidentiality.** The **Policyholder** and all **Participants** that need **Covered Transplant Services** must allow **us** access to medical information from all appropriate **Providers**. Such information is necessary in order for **us** to make proper benefit determinations. The information will not be used, disclosed, furnished, or made accessible to anyone other than **our** authorized employees and vendors contracted by **us** to carry out **our** obligations under the Policy. **We** and the **Policyholder** agree to establish and maintain administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the medical information.
- H. Entire Contract.** The Policy and the signed **Application** form the entire contract between the **Policyholder** and **us**. No amendment to the Policy shall be effective unless confirmed by an Endorsement issued to form a part of the Policy. No agent or representative of the **Company**, other than an executive officer, may change the Policy or waive any of its provisions. No verbal statement by any executive officer or other employee of the **Company** is binding on **us**.
- I. Clerical Error.** A clerical error made by the **Policyholder**, the **Policyholder's Medical Plan Administrator**, or **us** will not void coverage that would otherwise be in force or continue coverage that would otherwise have terminated. Any clerical error in data provided to **us** must be corrected and promptly reported to **us**. **We** will make appropriate adjustments to premiums due and/or benefit determinations. Any refund in premium due to **Policyholder** error is limited to the 12-month period prior to the date of the request for refund.
- J. Conformity with Statutes.** Any provision of the Policy that, on the **Policy Effective Date**, is in conflict with the requirements of state or federal statutes or regulations (in the applicable jurisdiction) is hereby amended to conform to the minimum requirements of such statutes and regulations.
- K. Not Liable for Provider Acts or Omissions.** **We** are not responsible for the quality of care **you** receive from any **Provider**. The Policy does not give anyone any claim, right, or cause of action against **us** based on what a **Provider** of health care or supplies does or does not do.
- L. Right of Recovery.** If **we** make any payment that according to the terms of the Policy should not have been made, including payment made in error, **we** may recover that incorrect payment from any appropriate party, whether or not it was due to **our** error. If the incorrect payment was made directly to **you**, **we** may deduct it when making future payments directly to **you**.

## GENERAL PROVISIONS

(Continued)

**M. Subrogation and Right of Reimbursement.** Another party may be liable or legally responsible to pay expenses, compensation and/or damages in relation to **Covered Transplant Services**. Such party may include, but is not limited to, any of the following: (a) the party or parties who caused the need for the **Covered Transplant Procedure**; (b) the insurer or other indemnifier of the party or parties who caused the **Covered Transplant Procedure**; (c) a guarantor of the party or parties who caused the **Covered Transplant Procedure**; (d) a worker's compensation insurer; (e) any other person, entity, policy or plan (other than the **Medical Plan**) that is liable or legally responsible in relation to the **Covered Transplant Procedure**. When this happens, **we** may, at **our** option, (a) subrogate, that is, take over the **Participant's** right to receive payments from such party (the **Participant** or his or her legal representative must transfer to **us** any rights he or she may have to take legal action arising from the **Covered Transplant Procedure** to recover any sums paid under the Policy on behalf of the **Participant**), or (b) recover from the **Participant** or his or her legal representative any benefits paid under the Policy from any payment the **Participant** is entitled to receive from the other party. The **Participant** or his or her legal representative must cooperate fully with **us** in asserting its subrogation and recovery rights. The **Participant** or his or her legal representative will, within 5 days of receiving **our** request, provide all information and sign and return all documents necessary to exercise **our** rights under this provision.

**We** will have a first lien upon any recovery, whether by settlement, judgment, mediation or arbitration that the **Participant** receives or is entitled to receive from any of the sources listed above. This lien will not exceed the greater of (a) the amount recovered from any other party, or (b) the amount of benefits paid by the Policy for **Covered Charges** plus the amount of all future benefits which may become payable under the Policy which result from the **Covered Transplant Services**. The **Company** will have the right to offset or recover such benefits from the amount received from any other party.

If the **Participant** or his or her legal representative makes any recovery from any other party and fails to reimburse **us** for any **Covered Charges**, then the **Participant** or his or her legal representative will be personally liable to **us** for the **Covered Charges** paid under the Policy. **We** may reduce future benefits payable under the Policy for any **Covered Charges** by the payment that the **Participant** or his or her legal representative has received from any other party.

Our first lien rights will not be reduced due to the **Participant's** own negligence; or due to the **Participant** not being made whole; or due to attorney's fees and costs. **We** are secondary to any excess insurance policy, including, but not limited to, school and/or athletic policies. **We** have the right to recover interest at the rate of 1/2% per month commencing on the date the **Participant** or his or her legal representative recovers any funds from any other party. **We** are not subject to any state law doctrines, including, but not limited to, the common fund doctrine, which would purport to require **us** to reduce **our** recovery by any portion of a **Participant's** attorney's fees and costs.

**We** will not pay for future **Covered Charges** until such **Covered Charges** have exceeded all amounts that were recovered or are to be recovered by or on behalf of a **Participant**. If the **Participant** resides in a state where automobile personal injury protection or medical payment coverage is mandatory, that coverage is primary and the Policy takes secondary status. The Policy will reduce benefits for an amount equal to, but not less than, that state's mandatory minimum personal injury protection or medical payment requirement.

This provision also applies to any funds recovered from any other party by or on behalf of any dependent, the estate of any **Participant**; or on behalf of any incapacitated person.

## DEFINITIONS

- A. Additional Medical Coverage** – means any other insurance, other than the **Medical Plan**, that provides **you** with medical benefits covered under the Policy.
- B. Application** – means the **Policyholder's** completed Organ & Tissue Transplant Application.
- C. Company** – means National Union Fire Insurance Company of Pittsburgh, Pa.
- D. Covered Charges** – means charges incurred during a Transplant Benefit Period that are **Reasonable and Customary**, in **our** judgment, for **Covered Transplant Services**. With respect to **Providers**, a charge will not be considered **Reasonable and Customary** if it is not in conformity with one or a combination of the following:
1. A negotiated rate based on services provided;
  2. A fixed rate per day; or
  3. The **Reasonable and Customary** allowance for similar **Providers** who perform similar **Covered Transplant Services**.
- E. Covered Transplant Procedure** – means a **Medically Necessary** adult or pediatric human organ and tissue transplant: a) resulting from one of the Covered Specified Diseases set forth in the Appendix; and b) listed as a Covered Transplant in the Schedule of Benefits that is not **Experimental and/or Investigational Treatment**.
- F. Covered Transplant Services** – means the services shown as Covered Transplant Services in the Benefit Provisions.
- G. Custodial Care** – means care and services that assist in the activities of daily living. Examples include: assistance in walking, getting in or out of bed, bathing, dressing, and using the toilet; feeding or preparation of special diets; and supervision of medication that usually can be self-administered. Custodial Care includes all homemaker services, respite care, convalescent care or extended care not requiring skilled nursing.
- H. Date of Service** – means the date when the service was actually provided or the date on which the purchase was made.
- I. Diagnostic Services** – means the following procedures that are directly related to a **Covered Transplant Procedure** and ordered by a **Provider Individual** because of specific symptoms in order to determine a definite condition or disease: (i) radiology, ultrasound, and nuclear medicine; (ii) laboratory and pathology; and (iii) EKGs, EEGs, and other electronic diagnostic medical procedures.
- J. Experimental and/or Investigational Treatment** – means any drug, device, procedure, facility, equipment, treatment plan, protocol, supply or service directly related to a **Covered Transplant Procedure** that is, in **our** sole discretion, determined that, at the time it is used, one or more of the following conditions is present:
1. Its use requires approval by the appropriate federal or other governmental agency which has not been granted, such as, but not limited to the Federal Drug Administration (FDA).
  2. Its use is not yet recognized as acceptable medical practice throughout the United States to treat that illness; or is subject to either:
    - a) A written investigational or research protocol or treatment plan; or
    - b) A written informed consent or protocol used by a **Transplant Provider** in which reference is made to the drug, device, procedure, protocol, or treatment plan as being experimental, investigative, educational, for a research study, a pilot study, or posing an uncertain outcome, or having an unusual risk; or
    - c) A written protocol, protocols or informed consent used by any other facility studying substantially the same drug, device, procedure or treatment which states it is experimental, investigative, educational, for a research study, or posing an uncertain outcome, or having an unusual risk; or
    - d) An ongoing review by an Institutional Review Board.

## DEFINITIONS

(Continued)

Drugs, devices, procedures, facilities, equipment, treatment plans, supplies, and services that fall into the categories listed above **are not** considered Experimental and/or Investigational if their use is recognized as acceptable medical practice throughout the United States to treat **your** illness as a result of:

1. The positive endorsement, recommendation, or publication of standards of care by national medical bodies or panels, including but not limited to, National Comprehensive Cancer Network (NCCN), NCI, or the National Institutes of Health; or
2. Multiple published peer review articles, in recognized professional medical journal(s), concerning such drug, device, procedure or treatment plan and reflecting its reproducibility by non-affiliated sources which **we** determine to be authoritative; or
3. Trial results (that adequately demonstrate safety and efficacy), which indicate the drug, device, procedure, protocol, or treatment plan is at least as clinically effective and cost effective as current standard therapy.

In determining whether a transplant procedure is found to be experimental or investigational, **we** rely upon an independent medical doctor, contracted by **us**, who independently reviews each transplant and, if needed, involves a panel of transplant medical doctors within the transplant community.

**K. High Dose Chemotherapy** – means the use of a chemotherapeutic agent or agents to treat cancer or cancer-like illness (with or without irradiation) in doses which exceed the FDA approved or commonly recognized dosage range for the drug or drugs employed. In order to be considered as an eligible expense, High Dose Chemotherapy must:

1. Be part of a protocol or treatment plan that includes the reinfusion of autologous bone marrow or stem cells, or infusion of allogeneic bone marrow or stem cells, immediately after the High Dose Chemotherapy regimen is completed; and
2. Be expected to result in effects upon the bone marrow which would likely be lethal if left untreated.

All drugs and/or radiopharmaceuticals are subject to the **Experimental and/or Investigational Treatment** definition in the Policy.

**L. Immediate Family** – means **your** spouse, parent, child, sibling, grandparent, or grandchild.

**M. Medical Plan** – means a plan of major medical benefits maintained by the **Policyholder**. It includes, but is not limited to coverage provided under: group health insurance; health maintenance organizations; self-insured plans; preferred provider organizations; prepayment coverage; any other coverage which, as defined by the Employee Retirement Income Security Act of 1974, is a labor-management trustee plan, a union welfare plan, an employee organization plan, or an employee benefit organization; any other coverage provided because of sponsorship by or membership in any other association, union, or similar organization; any government program except **Medicare** or Medicaid; the medical payments and/or no-fault provisions of automobile insurance; and any other group type coverage as permitted by law.

**Medical Plan** does not include benefits provided under a limited health care benefit plan (such as a critical illness, specified disease, or “mini-med”), nor benefits provided under a: dental; vision; outpatient prescription drug; and/or short-term disability plan.

**N. Medically Necessary** – means those prescription drugs, devices, procedures, treatments, services or supplies, provided by a **Provider**, which are required for treatment of the Covered Specified Disease set forth in the Appendix that requires the Covered Transplant, and are:

1. consistent with **your** diagnosis or symptoms and **you** are an appropriate candidate for the proposed treatment;
2. appropriate treatment, according to generally accepted standards of medical practice;
3. not provided only as a convenience to **you** or the **Provider**.
4. not an **Experimental and/or Investigational Treatment**; and

## DEFINITIONS

(Continued)

5. not excessive in scope, duration, or intensity to provide safe, adequate, and appropriate treatment. Any service or supply provided by a **Provider** will not be considered **Medically Necessary** if **your** symptoms or condition indicate that it would be safe to provide the service or supply in a less comprehensive setting.

The fact that a **Provider Individual** may prescribe, order, recommend, or approve a service, supply, or level of care does not, of itself, make such treatment **Medically Necessary** or make the charge a **Covered Charge**.

- O. Medicare** – means the programs of health care for the aged and disabled established by Title XVIII of the Social Security Act of 1965, as amended.
- P. Member** – means an individual who is eligible for, and covered by, the **Policyholder's Medical Plan**, either as an employee, a retiree, a COBRA continuee, a member, or as a subscriber. Member does not include a dependant. Individuals that have exceeded their lifetime maximum benefit for medical benefits under the **Medical Plan** are not eligible for coverage under the Policy.
- Q. Participant** – means an individual who is eligible for, and covered by, the **Policyholder's Medical Plan**, either as an employee, a retiree, a COBRA continuee, a **Member**, a subscriber, or a dependent who is also covered under the Policy. Individuals that have exceeded their lifetime maximum benefit for medical benefits under the **Medical Plan** are not eligible for coverage under the Policy.
- R. Premium Due Date** – means the date the **Policyholder's** premium is due. The Premium Due Date is shown in the Policy Face Page.
- S. Policy Effective Date** – means the Policy Effective Date as shown on the Policy Face Page which is the date that coverage begins under the Policy.
- T. Policy Year** – means the period of time shown in the Schedule of Benefits during which the Policy is in effect. The Policy Year is subject to early termination as set forth in the Termination Provisions.
- U. Pre-existing Condition** – means any condition for which **you** have, within the 24 months prior to the Effective Date of the Policy:
1. Been advised by an attending **Physician** that a transplant evaluation or transplant may be needed (regardless of the timeframe to transplant evaluation or transplant, and regardless of the **Participant's** decision to move forward or not move forward with a **Transplant Consultation** or **Transplant Evaluation**;
  2. Had a **Transplant Consultation** and/or **Transplant Evaluation** (regardless of the outcome);
  3. Been scheduled to have a **Transplant Consultation** and/or **Transplant Evaluation** (regardless of when the **Transplant Consultation** and/or **Transplant Evaluation** was to be done and regardless of the outcome); and/or
  4. Received, or has been listed to receive, an organ or tissue transplant.

In addition, if **you** have, within the 24 months prior to the **Policy Effective Date** of the Policy, received dialysis treatments or been diagnosed with Chronic Kidney Disease or End Stage Renal Disease (ESRD), **you** will be deemed to have a Pre-existing Condition.

If **you** are added subsequent to the **Policy Effective Date** as a result of the acquisition of a new group, affiliate, division, and/or subsidiary, Pre-existing Condition will mean those conditions listed above that occurred within the 24 months prior to **your** effective date of coverage under the Policy.

- V. Provider** – means any of the facilities and individuals listed below:
1. **Provider Facilities** – means any of the following facilities:
    - a. **Clinical Laboratory** – means a laboratory that performs clinical procedures and is not affiliated or associated with a Hospital, **Physician**, or other **Provider**.

## DEFINITIONS

(Continued)

- b. **Hospital** – means a facility which is a short-term general hospital and which: (1) is primarily engaged in providing inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under the supervision of **Physicians**, for compensation from its patients; (2) has organized departments of medicine and major surgery; and (3) provides 24-hour nursing service by or under the supervision of registered nurses. Surgical facilities may be either on premises or in facilities available to the hospital on a prearranged basis.
  - c. **Pharmacy** – means a facility licensed as a Pharmacy by the state in which it operates.
  - d. **Transplant Provider** – means the following facilities:
    - i. **Nonparticipating Transplant Provider** – Any **Provider Facility** or **Provider Individual** that has not contracted with **us** through an applicable transplant network to provide **Covered Transplant Procedures**. A **Provider Facility** or **Provider Individual** may be a **Nonparticipating Transplant Facility** with respect to: (1) certain **Covered Transplant Procedures**; or (2) all **Covered Transplant Procedures**.
    - ii. **Participating Transplant Provider** – Any **Provider Facility** or **Provider Individual** contracting with **us** through an applicable transplant network to provide **Covered Transplant Procedures**. A **Provider Facility** or **Provider Individual** may be a **Participating Transplant Facility** with respect to: (1) certain **Covered Transplant Procedures**; or (2) all **Covered Transplant Procedures**.
2. **Provider Individuals** – means any of the following individuals:
- a. **Occupational Therapist** – means a person who is licensed as an Occupational Therapist by the state in which he or she practices. If that state does not issue such licenses, an Occupational Therapist is a person certified as an Occupational Therapist by an appropriate professional body.
  - b. **Physical Therapist** – means a person who is licensed as a Physical Therapist by the state in which he or she practices. If that state does not issue such licenses, a Physical Therapist is a person certified as a Physical Therapist by an appropriate professional body.
  - c. **Physician** – means a person performing services within the scope of his or her license, who is a duly licensed: (1) doctor of medicine (MD); (2) doctor of osteopathy (DO); (3) dentist; (4) optometrist; or (5) psychologist.
  - d. **Respiratory/Inhalation Therapist** – means a person who is licensed as a Respiratory/Inhalation Therapist by the state in which he or she practices. If that state does not issue such licenses, a Respiratory/Inhalation Therapist is a person certified as a Respiratory/Inhalation Therapist by an appropriate professional body.
  - e. **Speech Pathologist** and **Speech Therapist** – means a person licensed as a Speech Pathologist or Speech Therapist by the state in which he or she practices. If that state does not issue such licenses, a Speech Pathologist or Speech Therapist is a person certified as such by an appropriate professional body.
- W. **Reasonable and Customary** – means with respect to the word customary, the amount charged by a majority of **Providers** in the same geographic region for similar services or supplies and/or is relative to the value and worth of similar services; and with respect to the word reasonable, a charge that meets the above criteria and, that in **our** judgment, is not an excessive amount for similar services or supplies; or a charge that merits special consideration due to complexity of treatment in the opinion of a peer review committee or consultant. Due to the lack of insurance, if a **Provider** accepts as full payment an amount less than **Reasonable and Customary**, the lesser amount will be determined to be the maximum **Reasonable and Customary** amount. Benefits will be based on the lesser of the actual billed charge or the **Reasonable and Customary** charge.
- X. **Routine Patient Costs** – means those covered **Transplant Services** associated with participation in a clinical trial including and directly related to a **Covered Transplant Procedure**. Routine Patient Costs does not include:
- 1. The investigational item, device, or service, itself;
  - 2. Items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
  - 3. A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis as established by **us**.

## DEFINITIONS

(Continued)

- Y. Skilled Care** – means the recognition and utilization of professional methods and procedures in the assessment, observation, or treatment of an illness. Skilled care must be performed by or under the supervision of **Provider Individuals**.
- Z. Spouse** – means a person recognized as the **Member's** spouse under the **Medical Plan**.
- AA. We, Us, Our** – means National Union Fire Insurance Company of Pittsburgh, Pa.
- BB. You, Your** – means the **Participant**, as defined in the Policy.

## APPENDIX - COVERED SPECIFIED DISEASES

### Heart - Adult or Pediatric

Congenital heart defects or disease  
Cardiomyopathy  
Severe coronary artery disease  
Valvular disease

### Heart/Lung - Adult or Pediatric

Eisenmenger syndrome  
Cystic fibrosis with compromised cardiac function  
Sarcoidosis involving only the heart and lungs  
Irreversible right-heart failure secondary to pulmonary hypertension

### Intestinal – Adult

Crohn disease  
Superior mesenteric artery thrombosis  
Superior mesenteric vein thrombosis  
Short Bowel Syndrome  
Desmoid tumor  
Volvulus  
Pseudo-obstruction  
Massive resection secondary to tumor  
Radiation enteritis

### Intestinal - Pediatric

Intestinal atresia  
Gastroschisis  
Crohn disease  
Microvillus involution disease  
Necrotizing enterocolitis  
Midgut Volvulus  
Chronic intestinal pseudo-obstruction  
Massive resection secondary to tumor  
Hirschsprung disease  
Short Bowel Syndrome

### Kidney – Adult

Chronic Kidney Disease  
End Stage Renal Disease  
Glomerulonephritis  
Polycystic Kidney Disease  
Renal Cell Carcinoma

### Kidney - Pediatric

Congenital Nephrotic Syndrome  
Polycystic Kidney Disease  
Glomerulonephritis  
Wilm's Tumor  
Blocked urine flow and reflux  
Alport Syndrome  
Lupus and other autoimmune diseases

### Kidney/Pancreas or Pancreas – Adult or Pediatric

Insulin dependent (type 1, juvenile)  
End stage renal disease  
Chronic Severe Pancreatitis

### Liver - Adult

Chronic active hepatitis  
Primary biliary hepatitis  
Sclerosing cholangitis  
Cryptogenic cirrhosis  
Hemochromatosis  
Hepatocellular cancer  
Wilson's Disease  
Alpha-One trypsin deficiency  
Chronic Budd-Chiari Syndrome  
Alcoholic cirrhosis  
Glycogen storage disease  
Fulminant liver failure

### Liver - Pediatric

Biliary atresia and similar malformations  
Glycogen storage disease  
Familial cholestasis (Byler's Disease)  
Intrahepatic bile duct paucity (Alagille's Syndrome)  
Metabolic disease  
Chronic active hepatitis  
Alpha-One trypsin deficiency  
Wilson's Disease  
Tyrosinemia

## APPENDIX - COVERED SPECIFIED DISEASES

(Continued)

### Lung - Adult or Pediatric

Chronic obstructive pulmonary disease  
Emphysema  
Primary pulmonary fibrosis  
Primary pulmonary hypertension  
Cystic fibrosis  
Infectious pulmonary disease with bronchiectasis  
Eisenmenger's syndrome  
Bronchiolitis obliterans

### Multi-Organ (Other)

Combinations of disease types

### Autologous Bone Marrow or Peripheral Stem Cell

Hodgkin's Lymphoma  
Multiple Myeloma  
Non-Hodgkin's Lymphoma  
Testicular Cancer  
Amyloidosis  
Neuroblastoma

### Allogeneic Bone Marrow or Peripheral Stem Cell (Related, Unrelated, Cord Blood)

Acute Myeloid Leukemia  
Acute Lymphocytic Leukemia  
Chronic Lymphocytic Leukemia  
Chronic Myelogenous Leukemia  
Hodgkin's Lymphoma  
Non-Hodgkin's Lymphoma  
Acquired Hematologic Diseases (non-malignant)  
    Aplastic Anemia  
    Fanconi's Anemia  
    Diamond-Back Syndrome  
Severe Aplastic Anemia  
Genetic and Immunodeficiency Diseases  
    Severe Combined Immunologic Deficiency Syndrome (SCIDS)  
    Thalassemia  
    Sickle Cell Disease  
    Mucopolysaccharidosis  
    Wiskott-Aldrich Syndrome  
    Niemann-Pick Disease  
    Osteopetrosis  
    Other metabolic storage diseases  
Myelodysplastic/Myeloproliferative Syndromes