

# Aetna Hospital Indemnity Plan

Prepared Exclusively For  
ESC Region 11 Employee Benefits  
Cooperative

Hospital Indemnity HSA Plan 2.0 Option 1

What Your Plan  
Covers and How  
Benefits are Paid

Aetna Life Insurance Company  
Certificate

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



**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Aetna's toll-free telephone number for information or to make a complaint at:

**1-800-MY-Health (694-3258)**

You may also write to Aetna at:

Attn: Appeals Resolution Team  
PO Box 14463  
Lexington, KY 40512-4463

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Aetna para obtener información o para presentar una queja al:

**1-800-MY-Health (694-3258)**

Usted también puede escribir a Aetna:

Attn: Appeals Resolution Team  
PO Box 14463  
Lexington, KY 40512-4463

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Sitio Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



## Hospital Indemnity Plan

### Certificate

**Prepared exclusively for:**

<b>Policyholder:</b>	ESC Region 11 Employee Benefits Cooperative
<b>Policy number:</b>	802465
<b>Plan effective date:</b>	September 1, 2019
<b>Certificate issue date:</b>	April 2, 2019

**Underwritten by Aetna Life Insurance Company in the State of Texas  
151 Farmington Avenue, Hartford, Connecticut 06156**

**THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. THIS IS NOT QUALIFYING HEALTH COVERAGE (“MINIMUM ESSENTIAL COVERAGE”) THAT SATISFIES THE HEALTH COVERAGE REQUIREMENT OF THE AFFORDABLE CARE ACT. IF YOU DON’T HAVE MINIMUM ESSENTIAL COVERAGE, YOU MAY OWE AN ADDITIONAL PAYMENT WITH YOUR TAXES.**

**This is a hospital confinement indemnity plan. This plan provides limited benefits. It pays fixed daily dollar amounts for covered benefits without regard to the health care provider's actual charges. The benefit payments are not intended to cover the full cost of medical care. You are responsible for making sure the provider's bills get paid. These benefits are paid in addition to any other health coverage you may have.**

**PLEASE READ THIS CERTIFICATE CAREFULLY**

**THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

## Welcome

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Thank you for choosing **Aetna**.

This is your certificate of coverage. It is one of two documents that together describe the benefits covered by your **Aetna Life Insurance Company** (“**Aetna**”) plan for hospital indemnity coverage.

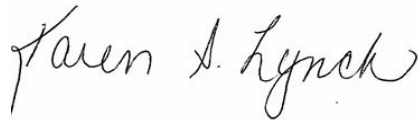
This certificate will tell you about your benefits – what they are and how you get them. If you become insured, this certificate becomes your certificate of coverage under the **policy**, and it takes the place of all certificates describing similar coverage that were previously sent to you. In the certificate is the *Schedule of benefits* section. It tells you about your benefits and maximums.

The second document is the **policy** between **Aetna** and the **policyholder**. Ask the **policyholder** if you have any questions about the **policy**.

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

Where to next? Flip through the *Table of contents* or the *Let’s get started!* section right after it. The *Let’s get started!* section gives you some details of how your plan works. The more you understand, the more you can get out of your plan.

Welcome to your **Aetna** plan for hospital indemnity coverage.



Karen S. Lynch  
President  
**Aetna Life Insurance Company**  
(A Stock Company)

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## Let's get started!

Here are some basics. First things first – some notes on how we use words. Then we explain how your plan works so you can get the most out of your coverage. But for all the details – and this is very important – you need to read this entire certificate. And if you need help or more information, we tell you how to contact us.

### Some notes on how we use words

- When we say “us”, “we”, and “our”, we mean **Aetna**.
- When we say “you” and “your”, we mean both the **employee** and any of their **covered dependents** unless we say otherwise.
- Some words appear in **bold** type. We define them in the *Glossary* section.

### What your plan does – providing benefits

Under this plan, fixed dollar benefits are payable for each day you have a **stay**.

### How your plan works

Each benefit listed in the *Schedule of benefits* section is only payable once per day.

So what are covered benefits? They are **stays** that meet the requirements in the *Benefits under your plan* section.

Your coverage under the plan has a start and an end. To learn more see the *Who the plan covers and when coverage starts* and *When coverage ends* sections.

Ending coverage under the **policyholder's** plan doesn't necessarily mean you lose coverage with us. See the *Portability* section for details.

### Disagreements

We know that people sometimes see things differently. In this certificate we tell you how we will work through our differences. For more information, see the *Claim decisions and appeal procedures for when you disagree* section.

### How to contact us for help

We are here to answer your questions. You can contact us by:

- Calling **Aetna** Member Services toll-free at 888-772-9682
- Writing us at P.O. Box 14079, Lexington, KY 40512
- Logging onto your Aetna member website at [www.aetna.com](http://www.aetna.com)

Aetna member website is our secure member website. When you register, it gives you internet access to reliable health information, tools and resources. Aetna member website tools will help you make informed decisions about your health care, view claims, research treatment options, and access health and wellness topics.

## Who the plan covers and when coverage starts

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### A note on how we use “you” and “your” in this section:

- When we say “you” and “your”, we mean the **employee** only.

In this section we tell you about who the plan covers, how to join the plan, and when coverage starts.

### Who the plan covers (who is eligible)

The **policyholder** decides and tells us who is eligible for coverage provided these requirements are met:

- You are **actively at work**
- You are in an eligible class, as defined by the **policyholder**
- You have reached your eligibility date.

### When you and your eligible dependents can join the plan

You can enroll yourself and your eligible dependents:

- During the new hire enrollment period
- During the annual enrollment period
- When you want to add new dependents (see the *Adding new dependents and when their coverage starts* and *Who can be on your plan (who can be your dependents)* provisions below)

Once you become eligible for the plan you will have 31 days to enroll. If you do not enroll yourself and your eligible dependents when you first qualify for benefits under this plan, you have to wait until the next annual enrollment period to join.

### When your coverage starts

If you enroll, your coverage will start on:

- The date you are eligible for coverage.
- The first day of the month after you enroll.

If you enroll yourself and your dependents at the same time, your enrolled dependents’ coverage starts on the same date that your coverage starts.

### How you and your eligible dependents can join the plan

You can join the plan by completing the enrollment process. You must:

- Send all requested information, and
- Agree to make required **premium** payments.

### **Important note:**

#### **Actively at work rule:**

If you are an eligible **employee** who is not **actively at work**, due to **illness, accidental injury**, or leave of absence, the coverage will not take effect until after you have returned to work and have completed one regularly scheduled work week.

This means that you must be **available to work** on the **effective date of coverage** in order to be eligible for coverage under this plan. You are **available to work** if you meet the eligibility requirements, if any, specified by the **policyholder** to govern eligibility for coverage under this plan, or if you have accrued hourly fringe benefit contributions.

This rule also applies to a change in your coverage.

### **Who can be on your plan (who can be your dependents)**

When you enroll, you can also enroll these dependents on your plan:

- Your spouse
- An eligible dependent child who is:
  - Unmarried, and
  - Under age 26, or
  - Over the age limit above who is:
    - Not able to earn his or her own living due to a mental or physical handicap which started prior to the date he or she reaches the limiting age, and
    - Chiefly dependent on you for support.

We require proof of such handicap no later than 31 days after your child's coverage would otherwise have ended due to the age limit. We, at our expense, may require proof that the handicap continues. Such proof may be required no more than once each two years from the date the child reached the age limit.

An eligible dependent child includes:

- Biological children
- Legally adopted children, including any children placed with you or your spouse for adoption
- Stepchildren (meaning children of your spouse)
- Foster children
- A grandchild who is your dependent for federal tax purposes
- Any children you are responsible for under a qualified medical support order, legal guardianship court order, or other court-order (without regard to whether or not the child resides with you)
- Any other child with whom you have a parent-child relationship

In the paragraph above, we use the phrase "placed with you or your spouse for adoption." That phrase means the assumption and retention of a legal obligation for total or partial support of a child in anticipation of adoption of the child.



## Adding new dependents and when their coverage starts

If you are already enrolled under this plan and have the following life events, you may be able to add the following new dependents:

- A spouse - If you marry, you can put your spouse on your plan.
  - We must receive your completed enrollment information not more than 31 days after the date:
    - Of your marriage, or
    - Not later than 31 days after you provide documentation required by the **policyholder**
      - Ask the **policyholder** when coverage starts for your spouse.
- A newborn child: Your newborn is covered on your plan for the first 31 days after birth.
  - To keep your newborn covered, we must receive your completed enrollment information. You must provide the information within 31 days of birth.
  - You must still enroll the child within 31 days of birth even when coverage does not require payment of an additional **premium** contribution for **covered dependents**.
  - If you miss this deadline, you cannot enroll your newborn until the next annual enrollment period.
- An adopted child: A child that you or your spouse adopt, or a child that is placed with you or your spouse for adoption, is covered on your plan for the first 31 days after the adoption is final or after the child is placed with you.
  - To keep your adopted child covered, we must receive your completed enrollment information within 31 days:
    - after the adoption is complete, or
    - after the date child is placed with you if the child has not been adopted yet
  - If you miss this deadline, you cannot enroll your adopted child until the next annual enrollment period.
- A stepchild: You may put a child of your spouse on your plan.
  - To add your stepchild to your plan, you must complete your enrollment information and send it to us within 31 days after the date of your marriage.
  - If you miss this deadline, you cannot enroll your stepchild until the next annual enrollment period.
  - If you meet this deadline, ask the **policyholder** when coverage starts for your stepchild.
- A foster child: You may put a child that you or your spouse foster on your plan.
  - To add your foster child to your plan, we must receive your completed enrollment information within 31 days after the date of placement.
  - If you miss this deadline, you cannot enroll your foster child until the next annual enrollment period.
  - If you meet this deadline, ask the **policyholder** when coverage starts for your foster child.
- A court ordered dependent: You may put an eligible spouse or minor child on your plan when you must provide health coverage as the result of a qualified medical support order, legal guardianship court order, or other court order.
  - To add your court ordered dependent to your plan, you must make the request in writing.
  - Ask the **policyholder** when coverage starts for your court ordered dependent.

**Important note:** A **covered person** cannot be covered under this certificate as:

- Both an **employee** and a **covered dependent** or
- A dependent of more than one **employee**

## Premium

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### A note on how we use “you” and “your” in this section:

- When we say “you” and “your”, we mean the **employee** only.

### Premium payments

We require that you make **premium** payments. In this section, we explain how the payments are made.

- If payments are made through a payroll deduction with the **policyholder**, then the **policyholder** will forward your payment to us.

### Our Right to Change Premium Rates

We have the right to change our **premium** rates. We will give the **policyholder** at least 60 days prior written notice of any change. The notice will include the date the change will take place.

### Refund of Unearned Premium

If coverage under this certificate for a **covered person** terminates for any reason, we will promptly refund any unearned **premium** with respect to such person.

## Premium waiver

If your **stay** in a **hospital** lasts for more than 30 days in a row, we will waive the **premium** beginning on the first **premium** due date that occurs after the 30th day of your **stay**, through the next 6 months of coverage. During such **stay**, you must remain employed with the **policyholder**.

If you are still eligible for coverage under this certificate at the end of the waiver period, your coverage can be continued if you resume **premium** payments.

If your **stay** lasts longer than the **premium** waiver timeframe, we will continue to waive your **premium** until your **stay** ends.

If you have multiple **stays**:

- If we waived **premium** for a **stay** and you have another covered **stay** due to the same **illness** or **accidental injury** within 90 days of your discharge, then:
  - We will treat the **stays** as the same **stay**, and
  - We will not waive **premium** again
- If we waived **premium** for a **stay** and you have another covered **stay** due to the same **illness** or **accidental injury** after 90 days of your discharge, then:
  - We will treat the second **stay** as a new **stay**, and
  - We will waive **premium** for the new **stay** provided you are confined 30 days in a row
- If we waived **premium** for a **stay** and you have another covered **stay** due to a different **illness** or **accidental injury**, then:
  - We will treat the second **stay** as a new **stay**, and
  - We will waive **premium** for the new **stay** provided you are confined 30 days in a row

Before we waive your **premium**, you or your representative must send us a written notice prepared by your **physician** stating:

- The dates of your **stay** in a **hospital**, and
- That your **stay** was due to an **illness** or **accidental injury**

When we receive your notice, we will waive your **premium**.

The *Premium waiver* does not apply to **stays** for your **covered dependents**.

## Schedule of benefits

Benefit maximums apply to each **plan year**. During the **plan year**, the benefit maximums accumulate. Each new **plan year**, these maximums reset.

<b>Benefit</b>	<b>Benefit amount</b>
<b>Hospital stay – admission (initial day)</b> Non-ICU admission or <b>ICU</b> admission Maximum per <b>plan year</b>	\$500 for the initial day of your <b>stay</b> 1 admission
<b>Hospital stay – daily</b> Non-ICU daily  <b>ICU</b> daily  Maximum days per <b>plan year</b> , combined days for all <b>stays</b>	\$100 per day, beginning on day two of your <b>stay</b>  \$200 per day, beginning on day two of your <b>stay</b>  30
Newborn routine care	\$100 per <b>stay</b> per newborn
<b>Observation unit</b> Maximum observations per <b>plan year</b>	\$100 per initial day of observation 1

## Benefits under your plan

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In this section we help you understand your benefits under this plan. Covered benefits must meet all of these requirements:

- Your **stay** and other services
  - Must appear in this section.
  - Are not listed in the *What your plan doesn't cover – exclusions* section.
  - Are not beyond any benefit maximums shown in the *Schedule of benefits* section.
  - Must be advised by a **physician**.
  - Must be **necessary**.
- For **stays**, the initial day of your **stay** must be on or after your **effective date of coverage**.
- You must have been billed for your **stay** and other services.
- Your **stay** must take place in the United States or its territories.
- Your **accidental injury** must take place in the United States or its territories.

**Care** to prevent **illnesses** are covered under the applicable benefit as listed in the *Schedule of benefits* section, to the same extent as for treatment of an **illness**.

### Inpatient benefits

#### Hospital stay – admission (initial day)

##### **Non-intensive care unit (non-ICU) admission**

We will pay the *Non-ICU admission* benefit amount shown in the *Schedule of benefits* section for the initial day of your **stay** in a non-ICU room of a **hospital** due to an **illness, accidental injury**, or labor and delivery.

This benefit will not be paid for your newborn's routine post-natal care. See the *Newborn routine care* benefit below for details on what benefits are payable for your newborn child.

If you have an **accidental injury**, you must be admitted to the **hospital** within 180 days after your accident for this benefit to be payable.

##### **Intensive care unit (ICU) admission**

We will pay the *ICU admission* benefit amount shown in the *Schedule of benefits* section for the initial day of your **stay** in an **ICU** room due to an **illness, accidental injury**, or labor and delivery.

If you have an **accidental injury**, you must be admitted to the **hospital** within 30 days after your accident for this benefit to be payable.

This benefit is not payable for your **stay** in a **mental disorder treatment facility** or **substance abuse treatment facility**.

This benefit is payable for **hospital stays** due to **mental disorders** or **substance abuse**.

## Hospital stay – daily

### Non-Intensive care unit (Non-ICU) daily

We will pay the *Non-ICU daily* benefit amount shown in the *Schedule of benefits* section beginning on day two of your **stay** in a non-ICU room of a **hospital** due to an **illness, accidental injury**, or labor and delivery.

This benefit will not be paid for your newborn's routine post-natal care. See the *Newborn nursery care* benefit below for details on what benefits are payable for your newborn child.

If you have an **accidental injury** your **stay** must begin within 180 days after your **accident**.

### Intensive care unit (ICU) daily

We will pay the *ICU daily* benefit amount shown in the *Schedule of benefits* section beginning on day two of your **stay** in an **ICU** room due to an **illness, accidental injury**, or labor and delivery.

If you have an **accidental injury**, your **stay** must begin within 30 days after your accident.

This benefit is not payable for your **stay** in a **mental disorder treatment facility** or **substance abuse treatment facility**.

This benefit is not payable for **hospital stays** due to **mental disorders** or **substance abuse**.

If you have a **stay** in both a non-ICU room of a **hospital** and an **ICU** room on the same day, we will pay either the *Non-ICU daily* benefit amount or the *ICU daily* benefit amount, whichever is the greatest amount.

This plan has a shared maximum number of days for all **stays** as shown in the *Schedule of benefits*. Each day of your **stay** in a **hospital**, are all counted against the total.

## Newborn routine care

This provision explains what benefit amounts are payable after the birth of your newborn children.

- If after delivery, your newborn has a **stay** in the **hospital** for routine post-natal care until the newborn is discharged, then:
  - The *Newborn routine care* benefit amount shown in the *Schedule of benefits* section is payable once for the duration of the newborn's **stay**.
  - The *Hospital stay – admission* and the *Hospital stay – daily* benefit amounts are not payable for the newborn.
- If after delivery, your newborn has a **stay** in the **ICU** before being discharged from the **hospital**, then:
  - The applicable *Hospital stay – ICU admission* and the *Hospital stay – ICU daily* benefit amounts shown in the *Schedule of benefits* section are payable.
  - The *Newborn routine care* benefit amount is not payable, even if the newborn also had a **stay** in the **hospital** nursery before or after the **stay** in the **ICU**.

**Important note:**

If the birth mother is a **covered person**, benefits and maximums associated with the birth mother's **hospital stay** are the same as those for an **illness**. See the *Hospital stay – admission (initial day)* and *Hospital stay – daily* benefits above for details.

**Additional benefits****Observation unit**

We will pay the *Observation unit* benefit amount as shown in the *Schedule of benefits* section for the initial day of observation you have in an **observation unit** as the result of an **illness** or **accidental injury**.

If you have an **accidental injury**, the initial day of observation must begin within 72 hours after your accident.

If your period of observation leads to a **hospital stay**, then:

- The *Observation unit* benefit amount will not be paid.
- The applicable *Hospital stay – admission* and *Hospital stay – daily* benefit amounts are payable.

This benefit will not be paid to you for pre-operative and post-operative **care**.

## What your plan doesn't cover – exclusions

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We call **stays** that are not covered “exclusions.” In this section we tell you about exclusions.

And just a reminder, you'll find benefit maximums in the *Schedule of benefits* section.

### Exclusions

Benefits will not be paid for any **stay** for an **illness** or **accidental injury** related to the following:

#### Activities and contests

- Competitive or recreational activities:
  - Ballooning
  - Boarding (including the use of self-balancing boards or hover boards)
  - Bungee jumping
  - Gliding (including sailplaning or sail gliding, hang gliding, paragliding)
  - Mountaineering using ropes and/or other equipment
  - Parachuting
  - Paramotoring
  - Parasailing or parakiting
  - Parascending
  - Racing a motor-driven vehicle
  - Scuba diving
  - Skydiving
- Any semi-professional or professional competitive athletic contest, including officiating or coaching, for which you receive any payment.

#### Act of war, riot, war

- Any act of war, whether declared or not
- Terrorism
- Voluntary participation in a riot
- Rebellion or civil insurrection

#### Aircraft (pilot and crew member)

Operating, learning to operate or serving as a pilot or crew member of any aircraft, whether motorized or not. This includes boarding or alighting in any vehicle or device while being used for any test or experimental purposes or while being operated by, for, or under the direction of, any military authority.

#### Assault, felony, illegal occupation

Assault, felony, illegal occupation, or other criminal act.

#### Care provided by family members

Care provided by a:

- Spouse
- Parent (including stepparent, mother-in-law and father-in-law)
- Child (including a legally adopted child, foster child, grandchildren, stepchild, son-in-law and daughter-in-law)
- Sibling (including brother, sister, stepbrother, stepsister, brother-in-law or sister-in-law)
- Any household member



## Cosmetic services and plastic surgery

**Surgery** (cosmetic or plastic) to alter, improve or enhance the shape or appearance of the body, even for psychological or emotional reasons, except to the extent needed to:

- Improve the function of a part of the body that is not a tooth or structure that supports the teeth
- Repair of an **accidental injury** that occurs while you are covered under this Plan

This exclusion does not apply to reconstructive **surgery** in these events:

- When a **necessary** mastectomy is performed:
  - Your **surgery** reconstructs the affected breast.
  - Your **surgery** makes a healthy breast look like the reconstructed breast.
- When you have a gross anatomical defect present at birth and:
  - Your **surgery** corrects a severe facial disfigurement or major functional impairment of a body part.
  - Your **surgery** improves function.
- When you had an **illness** that resulted in severe facial disfigurement or major functional impairment of a body part and your **surgery** improves function.

## Custodial care

Examples are:

- Institutional care. This includes **room and board** for rest cures, adult day care and convalescent care.
- Help with walking, grooming, bathing, dressing, getting in or out of bed, toileting, eating or preparing foods.
- Any services that a person without medical or paramedical training can perform or could be trained to perform.

## Dental and orthodontic care and treatment

- Routine/general dental **care**
- Dental conditions or problems related to:
  - Bridges
  - Cavities
  - Crowns
  - Gum care
  - False teeth and dentures
  - Implants
  - Replacement teeth
  - Root canal
  - Wisdom teeth, impacted or not
- Orthodontics

## Educational services

Education, training or retraining services or testing. This includes special education, remedial education, job training, and job hardening programs.

## Exams

Except as specifically provided in the *Benefits under your plan* section, benefits will not be paid for:

- Routine physical, eye, dental, and hearing exams
- Preventive services and supplies
- Any health exams needed:
  - Because a third party requires the exam. Examples are, exams to get or keep a job, or exams required under a labor agreement or other contract
  - To buy insurance or to get or keep a license
  - To travel
  - To go to a school, camp, or sporting event
  - To join in a sport or other recreational activity

## Family planning services

- A voluntary abortion
- Complications resulting from a voluntary sterilization procedure
- Any follow-up after a voluntary sterilization procedure
- Any contraceptive methods, devices, material or sterilization procedures
- The reversal of voluntary sterilization procedures, including any related follow-up **care**

## Hospice services

Except as specifically provided in the *Benefits under your plan* section, benefits will not be paid for:

- **Hospice facility stays**
- **Hospice care**
- Funeral arrangements
- Pastoral counseling
- Financial or legal counseling, including estate planning and the drafting of a will
- Homemaker or caretaker services which are solely related to **care** received in your home
- Homemaker or caretaker services which are not solely related to your **care** which include:
  - Sitter or companion services for either you or other family members
  - Transportation
  - Maintenance of the house

## Infertility

Any **care**, **prescription drugs**, and medicines related to:

- In vitro fertilization
- Zygote or gamete intrafallopian transfer
- Cryopreserved embryo transfers and any related services, products or procedures (such as Intracytoplasmic sperm injection or ovum microsurgery)

## Nutritional supplements

Any food item, including infant formulas, nutritional supplements, vitamins, plus **prescription** vitamins, medical foods and other nutritional items, even if it is the sole source of nutrition

### **Outpatient rehabilitation and therapy services**

Outpatient cognitive rehabilitation, physical therapy, occupational therapy, or speech therapy for any reason.

### **Self-harm, suicide**

Except when resulting from a **diagnosed** disorder, benefits will not be paid:

- In connection with suicide or attempt at suicide, intentionally self-inflicted injury, or any attempt at self-inflicted injury.
- For any form of intentional asphyxiation.

### **Substance abuse and use**

Except when resulting from a **diagnosed** disorder, benefits will not be paid for:

- Any **accidental injury** sustained while you were:
  - Legally intoxicated or under the influence of alcohol as defined by the jurisdiction in which the **accidental injury** occurred
  - Under the influence of a stimulant, depressant, hallucinogen, narcotic or any other drug intoxicant, including those prescribed by a **physician** that are misused by you.

### **Violation of cellular device use laws**

Violating any cellular device use laws, of the state in which the accident occurred, while operating a motor vehicle.

### **Vision**

Vision-related **care**

## Claim decisions and appeal procedures for when you disagree

When a claim comes in, we review it and decide if a benefit is payable or not. In this section, we explain the claim decision process and what you can do if you think we got it wrong.

Action	Requirement	Timeframe
<p>Notice of claim</p>	<p>When you have a loss, you must let us know so that we can begin the claim payment process. When you let us know you have a loss, this is called a <i>Notice of claim</i>.</p> <p>You or your representative must give us written <i>Notice of claim</i>.</p> <p>When you give us your <i>Notice of claim</i>, you should include your name and <b>policy</b> number. The <i>Notice of claim</i> should be mailed to us at the company address appearing on the face page of this certificate or to one of our agents.</p>	<p>Your <i>Notice of claim</i> must be given to us within 20 days after a loss occurs or starts, or as soon as reasonably possible.</p>
<p><i>Claim forms</i></p>	<p>When we receive your <i>Notice of claim</i>, we will provide you with a form for sending us your proof of loss. This form is called a <i>Claim form</i>.</p>	<p>If we do not provide you with the <i>Claim form</i> within 15 days, you will be considered to have complied with the requirements and you can give us a written statement of what happened. This statement should include the type and extent of the loss incurred.</p>
<p>Submitting your <i>Claim form</i> and <i>Proof of loss</i></p> <p>When you have a <b>stay</b> you will be charged.</p> <p>The information you receive for that <b>stay</b> is your <i>Proof of loss</i>.</p>	<p>To give us your <i>Claim form</i>, or written statement, and <i>Proof of loss</i>, you can choose from one of these two options:</p> <ul style="list-style-type: none"> <li>• Use the online claim process by logging into <a href="http://www.aetnavoluntaryforms.com">www.aetnavoluntaryforms.com</a></li> <li>• Complete the <i>Claim form</i> and submit it to us with any required information by fax or the postal service.</li> </ul>	<p>You must send us your <i>Claim form</i>, or written statement, and <i>Proof of loss</i> within 90 days after the loss.</p> <p>If it was not reasonably possible to send us the required information, we will not reduce or deny the claim for this reason. However, your <i>Claim form</i>, or written statement, and <i>Proof of loss</i> must be filed as soon as reasonably possible.</p> <p>Except in the absence of legal capacity, your <i>Claim form</i>, or written statement, and <i>Proof of loss</i> must be given no later than one year from the time specified above.</p>

Action	Requirement	Timeframe
<i>Claim decision</i>	<p>We will review your <i>Claim form</i>, or written statement, and <i>Proof of loss</i> and promptly decide to either:</p> <ul style="list-style-type: none"> <li>• Pay benefits</li> <li>• Request additional information, or</li> <li>• deny payment</li> </ul>	<p>If a benefit is payable, it will be paid no later than 60 days after the date the required written proof is received. All benefits are payable to you.</p> <p>If we need additional information, you have 45 days from the date of request to send us the additional information.</p> <p>If your claim is denied entirely or in part, this is called an “adverse claim decision.” If we make an adverse claim decision, we will tell you in writing in 30 days. If you disagree, you can ask us to re-review the adverse claim decision. This is called an appeal. See the <i>Appeal procedures for when you disagree</i> section below.</p>

### Appeal procedures for when you disagree

If you want to appeal, send it to us within 180 calendar days from the time you receive the adverse claim decision. You can appeal by either:

- Calling us toll-free at 888-772-9682
- Sending us a written appeal to the address on the notice of adverse claim decision

When you send us a written appeal, be sure to include:

- Your name
- The **policyholder’s** name
- A copy of the adverse claim decision
- Your reasons for making the appeal
- Any other details you would like us to know

Another person may submit an appeal for you, including a **provider**. That person is called an authorized representative. You need to tell us if you choose to have someone else appeal for you (even if it is your **provider**). You should fill out an authorized representative form telling us that you are allowing someone to appeal for you. You can get this form on our website or by calling us toll-free at 888-772-9682. The form will tell you where to send it to us.

When we receive your appeal, it will be handled by someone who was not involved in making the adverse claim decision.

### **Timeframe for deciding your appeal**

We will give you an appeal decision within 30 calendar days of our receipt of your request for an appeal.

### **Exhaustion of appeals process**

We recommend that you complete the appeal process with us before you can take these actions:

- Contact the Texas Department of Insurance to request an investigation of an appeal.
- File a complaint or appeal with the Texas Department of Insurance.
- Pursue arbitration, litigation or other type of administrative proceeding.

### **Do you have a complaint?**

If you are not happy about a **provider** or an operational issue, you may want to complain. You can call us toll-free at 888-772-9682, or write Member Services to tell us about your complaint.

When you complain in writing, you should include:

- A description of the issue
- Copies of any records or documents that you think are important

We will review the information and provide you with a written response within 30 calendar days of receiving the complaint. We will let you know if we need more details to make a decision.

### **Fees and expenses**

We do not pay any fees or expenses incurred by you in pursuing an appeal or complaint.

## **Coordination of benefits**

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This plan does not coordinate benefits with any other plan. That means it pays benefits regardless of any other coverage you may have.

## When coverage ends

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### A note on how we use “you” and “your” in this section:

- When we say “you” and “your”, we mean the **employee** only.

### When will your coverage end?

Your coverage under this certificate will end, subject to the *Portability* section, on the earliest of the following dates:

- The end of the month on or following the date you cease to be a member of an eligible class.
- The end of the month on or following the date the eligible class to which you are a member is no longer an eligible class for coverage under the **policy**.
- The end of the month on or following the date we receive your written request for termination of coverage.
- The payment due date, if any required **premium** has not been paid by the end of the grace period.
- The date of your death.
- The date the **policy** ends.

If your coverage ends, your claim that existed on the date coverage ends will not be affected.

### When will coverage end for dependents?

Your **covered dependent's** coverage under this certificate will end, subject to the *Portability* section, on the earliest of the following dates:

- The end of the month on or following the date your coverage terminates.
- The end of the month on or following the date the **policy** terminates coverage for all dependents.
- The end of the month on or following the date your **covered dependent** becomes covered under this plan as an **employee**.
- The end of the month on or following the date your **covered dependent** is no longer eligible as a dependent.



## **Portability**

If your employment ends and as a result your coverage under the **policy** ends, we will provide portability coverage. Such coverage will be available to you and any of your **covered dependents**.

You must complete the Portability Coverage Election Form and return it to us along with payment the first **premium** for the portability coverage not later than 30 calendar days after your coverage under the **policy** terminates. Portability coverage will be effective on the day after benefits under the **policy** terminates.

The benefits, terms and conditions of portability coverage will be the same as those provided under the Policy on the date your coverage terminated. Any changes made to the **policy** after you are covered under the Portability Provision will not apply to you unless required by law.

The initial **premium** rates will be based on the **premium** rates in effect at the time you apply for portability coverage. You must also pay any portion of the **premium** previously paid by the **policyholder** for the coverage.

A grace period of 10 days after the **premium** due date will be allowed for the payment of each **premium**. We will not pay benefits under this certificate in the absence of payment of current **premium**, subject to this grace period.

Portability coverage will end on the earliest of the following dates:

- The date of your death
- The end of the portability grace period following the date you fail to pay any required **premium**
- The end of the month on or following the date you are again covered under the **policy**
- The date coverage under this portability provision is cancelled or terminated by us for any reason upon 31 days advanced notice
- The date your class of coverage is terminated
- With respect to any **covered dependents**:
  - The date your coverage terminates
  - The date you and your spouse divorceThe date your **covered dependent** ceases to be an eligible dependent under the policy

Once portability coverage ends, it cannot start again.

## General provisions – other things you should know

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### Administrative provisions

#### Transfer of your rights

You may not transfer your rights under this certificate to a person you name.

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

We prepared this certificate according to ERISA, and according to other federal and state laws that apply. You and we will interpret it according to these laws.

#### Your coverage can change

Your coverage is defined by the **policy**. This document may have amendments and riders too. We, the **policyholder**, or the law may change your plan. Only we may waive a requirement of your plan. No other person, including the **policyholder**, can do this without our approval.

#### Legal Action

You are encouraged to complete the appeal process before you take any legal action against us for any expense or bill. You cannot take any action until 61 days after we receive written submission of claim.

No legal action can be brought to recover payment under any benefit after 3 years from the deadline for filing claims.

#### Physical examinations, evaluations and autopsy

At our expense, we have the right to have a **physician** of our choice examine you. We also have the right to require an autopsy unless prohibited by law. This will be done at all reasonable times while a claim for benefits is pending or under review.

#### Records of services

You should keep complete records of the **care** you receive because we may need them to pay a claim. Records that you should keep are:

- Names of **physicians** and others who give you **care**
- Dates your expenses are incurred
- Copies of all bills and receipts

#### Your health information

We will protect your health information. We will use it and share it with others to help us process your claims. We need your consent to distribute your information. You can get a free copy of our Notice of Privacy Practices at [www.aetna.com](http://www.aetna.com).

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

## Mistakes and intentional deception

### Honest mistakes

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

Any statement you or the **policyholder** make is considered a representation and not a warranty.

### Intentional deception

If we learn that you defrauded us or you intentionally misrepresented material facts, we can take actions that can have serious effects on your coverage. Examples of serious effects include:

- Loss of coverage going forward
- Denial of benefits
- Recovery of amounts we already paid
- Reduced benefits

We also may report fraud to law enforcement.

## Some money issues

### Assignments of your coverage

Coverage may not be assigned.

### Benefits unpaid at death

Benefits unpaid at death may be paid, at our option, to either your beneficiary or estate. If benefits are payable to your estate or a beneficiary who cannot execute a valid release, we can pay benefits up to \$1,000 to someone related to you or your beneficiary by blood or marriage whom we consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

### Change of beneficiary

We will use the most recently signed or electronic beneficiary designation on file with the **policyholder** or us. You can change your beneficiary information at any time by completing a beneficiary designation form. A beneficiary change will be effective on the date you sign the beneficiary designation form, provided it's on file with the **policyholder** or us or if mailed, postmarked prior to your death.

### Financial sanctions exclusions

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

## **Recovery of overpayments**

If we overpay benefits, we can:

- Require you or the person we paid to return the money
- Stop paying benefits until the money is paid back
- Take legal action to get the amount owed
- Reduce the amount of a benefit owed by the amount of the overpayment

## **Unpaid Premium**

If you owe past-due **premiums** for your coverage under the **policy**, we can recover them by offsetting what you owe against what we would otherwise pay under the **policy**.

## Glossary

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### **Aetna**

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

### **Accidental injury**

An injury that is directly caused by a sudden, unforeseen trauma and that:

- Is caused by an identifiable event that is definite as to a time and place
- Occurs on or after your **effective date of coverage**
- Occurs while this certificate is in force
- Is independent of **illness**

### **Active work, actively at work, active at work, available to work**

An **employee** is considered to be **actively at work** or performing **active work** on any of the **policyholder's** scheduled work days if on that day, the **employee** is **available to work** or performing the regular duties of their job on a full time basis for the normally scheduled number of work hours.

### **Ambulatory surgical center**

A facility specifically licensed as a freestanding ambulatory surgical facility by applicable state and federal laws to provide outpatient **surgery** services. If state law does not specifically provide for licensure as an ambulatory surgical facility, the facility must meet all Medicare accreditation standards (even if it does not participate in Medicare).

### **Behavioral health provider**

An individual professional who is licensed or certified to provide diagnostic and/or therapeutic services for **mental disorders** and **substance abuse** under the laws of the jurisdiction where he or she practices.

### **Care**

Medical treatment, health care services or supplies, or attention received by a **health professional**.

### **Chiropractic visits**

An office visit for the manipulative (adjustive) treatment, or other physical treatment for any condition caused by or related to biomechanical, nerve conduction, or disorders of the spine.

### **Cosmetic**

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

### **Covered dependent**

The **employee's** spouse and any children who are covered under this certificate.

### **Covered person**

An **employee** or an **employee's** dependent for whom all of the following applies:

- The person is eligible for coverage as defined in this certificate.
- The person has enrolled for coverage and paid any required **premium**.
- The person's coverage has not ended.

**Custodial care**

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

**Diagnosis/diagnosed**

A **physician**, specializing in a particular field of medicine, where applicable, has definitively identified your **accidental injury** or **illness**. Such **diagnosis** must:

- Be based upon the use of diagnostic evaluations, clinical and/or laboratory investigations, tests and observations and where the results are documented in and supported by your medical records and
- Meet all diagnostic requirements stated in the **policy** for the particular **accidental injury** or **illness** being **diagnosed**.

**Effective date of coverage**

The date the **employee** and their eligible dependents coverage begins under this certificate.

**Emergency medical condition**

A recent and severe medical condition, **illness**, or **accidental injury** that would lead a prudent layperson to reasonably believe that the condition, **illness**, or **accidental injury** is of a severe nature. And that if immediate **care** is not received, it could result in:

- Placing your health in serious danger
- Serious loss to bodily function
- Serious loss of function to a body part or organ
- Serious danger to the health of a fetus

**Employee**

A person listed as an **employee** on the books of the **policyholder**.

**Health professional**

A person who is licensed, certified or otherwise authorized by law to provide **care**, such as **physicians**, podiatrists, chiropractors, nurses, and physical therapists.

**Home health care agency**

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

**Home health care plan**

A plan of services prescribed by a **physician** or other **health professional** to be provided in your home. The services are usually provided after you're discharged from a **hospital** or if you are homebound.

**Hospice care**

Care designed to give supportive care to people in the final phase of a **terminal illness** focused on comfort and quality of life, rather than cure.

**Hospice facility**

An institution specifically licensed, certified or otherwise authorized by applicable state and federal laws to provide **hospice care**.

## Hospital

An institution licensed as a **hospital** or birthing center by applicable laws, and accredited as a **hospital** by The Joint Commission.

**Hospital** does not include a:

- Convalescent facility
- Extended care facility
- Facility for the aged
- **Hospice facility**
- Intermediate care facility
- **Mental disorder treatment facility**
- Nursing facility
- **Psychiatric hospital**
- **Rehabilitation unit**
- Rest facility
- **Skilled nursing facility**
- **Substance abuse treatment facility**

## Illness

Poor health resulting from disease of the body or mind. **Illness** includes pregnancy.

## Intensive care unit (ICU)

Is an area of the **hospital** that:

- Is for patients who:
  - Are critically ill or injured, and
  - Need intensive, comprehensive observation and **care**.
- Is separate from:
  - The surgical recovery room
  - Rooms, beds, and wards customarily used for patients not requiring intensive care.
- Is equipped with special lifesaving equipment for the **care** of the critically ill or injured.
- Is under close observation by specially trained staff assigned exclusively to the **ICU** on a 24 hour basis.
- Has a **physician** assigned to the **ICU** on a full-time basis.

An **intensive care unit** that meets the definition above may include **hospital** units with the following names:

- Burn unit
- Coronary care unit or CCU
- Intensive care nursery or ICN
- Intensive care unit or ICU
- Neonatal Intensive care unit or NICU
- Pulmonary care unit or PCU
- Transplant unit

## Mental disorder

An **illness** commonly understood to be a **mental disorder**, whether or not it has a physiological or organic basis, and for which treatment is generally provided by or under the direction of a **behavioral health provider** such as a psychiatrist, a psychologist or a psychiatric social worker. **Mental disorders** include disorders related to **substance abuse** or use.

## Mental disorder treatment facility

A licensed institution that:

- Mainly provides a program to **diagnose**, evaluate, and treat **mental disorders**
- Is not mainly a school or a custodial, recreational, or training institution
- Provides infirmary-level medical services
- Is staffed and supervised full-time by a psychiatrist who is responsible for patient care
- Has a psychiatrist present during the whole treatment day
- At all times:
  - Provides psychiatric social work and nursing services
  - Provides **skilled nursing services** by licensed nurses who are supervised by a full-time registered nurse (R.N.)
  - Provides, or arranges with a **hospital** in the area, for any other required **care**
- Maintains a written treatment plan, supervised by a psychiatrist, for each patient based on medical, psychological, and social needs
- Makes charges

## Necessary

**Care** that we decide a **provider** using prudent clinical judgment, would give to you to prevent, evaluate, **diagnose**, or treat an **illness** or **accidental injury** or its symptoms, and that we decide are:

- In accordance with generally accepted standards of medical practice
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for your **illness** or **accidental injury**
- Not primarily for the convenience of the patient, **physician**, or other **provider**
- Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the **diagnosis** or treatment of your **illness** or **accidental injury**

Generally accepted standards of medical practice means:

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

## Observation unit

A specified area or room within a **hospital** where a patient can be monitored by a **physician** and which:

- Is under the direct supervision of a **physician** or registered nurse (R.N.).
- Is staffed by nurses assigned specifically to that unit.
- Provides **care** seven days per week, 24 hours per day.

## Physician

A person who:

- Is a doctor of medicine or osteopathy
- Is licensed or certified to provide **care** under the laws of the state where he or she practices, and
- Provides **care** within the scope of his or her license or certificate

A **physician** also includes a **health professional**.



**Plan Year**

The period from September 1st through August 31st of the following year.

**Policy**

The **policy** consists of several documents taken together. These documents are:

- The **policyholder's** application
- The **policy**
- This certificate
- Any amendments and riders to the **policy** or this certificate

These documents are the entire contract between us and the **policyholder**.

**Policyholder**

ESC Region 11 Employee Benefits Cooperative and entities associated with it for purpose of coverage under the **policy**.

**Premium**

The amount you and/or the **policyholder** is required to pay to **Aetna** to continue coverage.

**Prescriber**

Any **provider** acting within the scope of his or her license, who has the legal authority to write an order for outpatient **prescription drugs**.

**Prescription**

A written order for the dispensing of a **prescription drug** by a **prescriber**.

**Prescription drug**

An U.S. Food and Drug Administration approved drug or biological which can only be dispensed by **prescription**.

**Provider**

A **physician** or other **health professional, hospital, skilled nursing facility**, or other entity or person licensed or certified under applicable state and federal law to provide health care services to you. If state law does not specifically provide for licensure or certification, the entity must meet all Medicare accreditation standards (even if it does not participate in Medicare).

**Rehabilitative Services**

The combined and coordinated use of medical, social, educational, and vocational measures for training or retraining if you are disabled by **illness** or **accidental injury**.

**Rehabilitation unit**

A free-standing facility or part of a **hospital** that provides **rehabilitative services**.

**Room and board**

A facility's charge for your overnight **stay** and other services and supplies expressed as a daily or weekly rate.

### **Skilled nursing facility**

A facility specifically licensed as a **skilled nursing facility** by applicable state and federal laws to provide skilled nursing care.

**Skilled nursing facilities** also include rehabilitation **hospitals**, and portions of a rehabilitation **hospital** and a **hospital** designated for skilled or **rehabilitation services**.

**Skilled nursing facility** does not include institutions that provide only:

- Ambulatory care
- **Custodial care**
- Minimal care
- Part-time care services

It does not include institutions that primarily provide for the care and treatment of **mental disorders** or **substance abuse**.

### **Skilled nursing services**

Services provided by a registered nurse (R.N.) or licensed practical nurse (L.P.N.) within the scope of his or her license.

### **Stay**

A period during which you are confined as an inpatient in a:

- **Hospital**

**Stay** excludes:

- any period of such a confinement due to **custodial care** or personal needs that do not require medical skills or training
- a period of observation in an **observation unit** or in the emergency room unless this leads to a **stay**
- newborn routine **care**
- any period of such a confinement in a:
  - **Hospice facility**
  - **Mental disorder treatment facility**
  - **Rehabilitation unit**
  - **Skilled nursing facility**
  - **Substance abuse treatment facility**

### **Substance abuse**

A physical or psychological dependency, or both, on a controlled substance or alcohol agent. These are defined on Axis I in the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association. This term does not include conditions that you cannot attribute to a **mental disorder** that are a focus of attention or treatment, or an addiction to nicotine products, food, or caffeine.

## **Substance abuse treatment facility**

A licensed institution that:

- Mainly provides a program to **diagnose**, evaluate, and treat **substance abuse**
- Maintains a written treatment, supervised by a **physician**, for each patient based on medical, psychological, and social needs
- Provides, or arranges with a **hospital** in the area, for any other required **care**
- Provides, on the premises, at all times:
  - Detoxification services and an effective treatment program
  - Infirmity-level medical services
  - Supervision by a staff of **physicians**
  - **Skilled nursing services** by licensed nurses who are supervised by a full-time registered nurse (R.N.)
- Makes charges

## **Surgical procedure or surgery**

Cutting into the skin or other organ to:

- Implant mechanical or electronic devices
- Make a **diagnosis**
- Redirect channels
- Remove an obstruction, diseased tissue, or diseased organ(s)
- Repair an area that has been injured or affected by trauma, overuse, or disease
- Repair an area to restore proper function
- Reposition structures to their normal position
- Take a biopsy of tissue
- Transplant tissue or whole organs

Under this certificate, these procedures are not a **surgical procedure**:

- Venipuncture (drawing blood)
- Lumbar puncture
- Epidural steroid injections
- Removal of skin tags
- Foreign body removal from the ear, eye, or other cavity unless cutting of the skin is required
- Episiotomy during routine vaginal delivery
- Endoscopy/colonoscopy without biopsy

**Telemedicine**

A telephone or internet-based consult with a **provider** through an authorized internet service vendor who conducts **telemedicine** consultations.

**Terminal illness**

A medical prognosis that you are not likely to live more than 12 months.

**Urgent Care facility**

A facility licensed as a freestanding medical facility by applicable state and federal laws to treat an **urgent condition**.

**Urgent condition**

An **illness** or **accidental injury** that requires prompt medical attention. An **urgent condition** is not an **emergency medical condition**.

**Walk-in clinic**

A free-standing health care facility that is not an emergency room or the outpatient department of a **hospital**.

# Confidentiality Notice

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law. In our health plans, participating network providers are also required to give you access to your medical records within a reasonable amount of time after you make a request.

Some of the ways in which personal information is used include claim payment; utilization review and management; medical necessity reviews; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Privacy Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call the toll-free Member Services number or visit our Internet site at [www.aetna.com](http://www.aetna.com).

# Continuation of Coverage During an Approved Leave of Absence Granted to Comply With Federal Law

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be subject to prior written agreement between **Aetna** and your Employer.

If your Employer grants you an approved FMLA leave in accordance with FMLA, you may, during the continuance of such approved FMLA leave, continue Indemnity Benefits for you and your eligible dependents. Your Employer may also allow you to continue other coverage for which you are covered under the group contract on the day before the approved FMLA leave starts.

At the time you request FMLA leave, you must agree to make any contributions required by your Employer to continue coverage. Your Employer must continue to make premium payments.

If any coverage your Employer allows you to continue has reduction rules applicable by reason of age or retirement, the coverage will be subject to such rules while you are on FMLA leave.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date your Employer determines your approved FMLA leave is terminated.
- The date the coverage involved discontinues as to your eligible class. However, coverage facility indemnity expenses will be available to you under another plan sponsored by your Employer.

Any coverage being continued for a dependent will not be continued beyond the date it would otherwise terminate.

If Medical Indemnity Benefits terminate because your approved FMLA leave is deemed terminated by your Employer, you may, on the date of such termination, be eligible for Continuation under Federal Law on the same terms as though your employment terminated, other than for gross misconduct, on such date. If the group contract provides any other continuation of coverage (for example, upon termination of employment, death, divorce or ceasing to be a defined dependent), you (or your eligible dependents) may be eligible for such continuation on the date your Employer determines your approved FMLA leave is terminated or the date of the event for which the continuation is available.

If you acquire a new dependent while your coverage is continued during an approved FMLA leave, the dependent will be eligible for the continued coverage on the same terms as would be applicable if you were actively at work, not on an approved FMLA leave.

If you return to work for your Employer following the date your Employer determines the approved FMLA leave is terminated, your coverage under the group contract will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date your Employer determines the approved FMLA leave to be terminated. If you do not make such request within 31 days, coverage will again be effective under the group contract only if and when Aetna gives its written consent.