



# SELECT HIGH 09 - HIGH DEDUCTIBLE PLAN Certificate of Coverage

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## ARTICLE I. TOTAL HEALTH CARE USA, INC.

Total Health Care USA, Inc. is a nonprofit corporation organized and licensed under the laws of the State of Michigan, with its address at 3011 W. Grand Blvd., Suite 1600, Detroit MI 48202-3000.

## ARTICLE II. DEFINITIONS

- 2.01 When used in this Certificate of Coverage Agreement, Riders, the Group Operating Agreement, the Enrollment Application signed by the Subscriber, and the identification card issued to Members, the definitions in Sections 2.02 to 2.39 apply.
- 2.02 "Affiliated Facility" means any legally qualified and state-licensed intermediate care or skilled nursing facility or Hospice, which has a contract with the Plan to provide services for Members.
- 2.03 "Affiliated Hospital" means any Hospital that has a contract with the Plan to provide hospital services to Members.
- 2.04 "Affiliated Physician" means an individual licensed to practice medicine or osteopathy and who has a contract with the Plan or an IPA to provide services to Members.
- 2.05 "Affiliated Provider" means a health professional, a Hospital, licensed pharmacy, or any other institution, organization, or person who has a contract with the Plan or an IPA to render one (1) or more health maintenance services to Members.
- 2.06 "Affiliated Psychiatrist" means an individual licensed to practice psychiatry and who has a contract with the Plan to provide services to Members.
- 2.07 "Authorized Benefits and Services" are those health care benefits and services available to Members under this Certificate when provided by health care providers authorized to provide such care under this Certificate.
- 2.08 "Breast Cancer Rehabilitative Services" means a procedure intended to improve the results of, or ameliorate the debilitating consequences of treatment of breast cancer, delivered on an inpatient or outpatient basis, including but not limited to, reconstructive plastic surgery, physical therapy, and psychological and social support services.
- 2.09 "Certificate" means this Certificate of Coverage Agreement and applicable Riders.
- 2.10 "Calendar Year" means the twelve (12) month period beginning January 1 and ending December 31.
- 2.11 "Coinsurance" means the percentage of contracted payment that each Member must pay per visit to a treating Provider for Authorized Benefits. Such coinsurance shall not exceed 50% of Plan's reimbursement to the provider for providing that service to a Member.

- 2.12 "Co-Payment" means when expressed as a dollar amount each Member must pay per visit to a treating provider in connection with Authorized Benefits and Services.
- 2.13 "Deductible" means the amount of money a Member must pay for Covered Services before the Plan becomes responsible for payment. The Deductible is applied annually and is based upon the Calendar Year. Each Calendar Year begins a new Deductible period.
- 2.14 "Dependent" means any of the following, unless otherwise excluded by the Group Operating Agreement:
- 1) The Spouse of a Subscriber;
  - 2) Child of the Spouse or Subscriber by birth, legal adoption, or legal guardianship who has not attained the age of twenty-six (26); and
  - 3) Who is not offered any health coverage by their employer.
- A child need not be claimed as a Dependent on the federal income tax return of the Subscriber to qualify as a Dependent.
- 2.15 "Enrollment Application" means the form approved by the Plan by which an individual seeks to enroll one or more Members in the Plan.
- 2.16 "Grace Period" means the thirty (30) day period allowed for payment of the Premium immediately following the due date for the Premium.
- 2.17 "Group" means an employer group or organization that has executed the Group Operating Agreement on behalf of its employees or Members.
- 2.18 "Group Operating Agreement" means the agreement entered into between the Plan and the Group through its authorized representative, which outlines the criteria of eligibility of persons to be Members of the Group, and which together with any agreement regarding new and rehired group employees, the Certificate, the Enrollment Application and the Member identification card constitutes the contract between the Plan, the Group, and the Member.
- 2.19 "Health Center" means a health care facility that is operated by an Individual Practice Association.
- 2.20 "Hospice" means a licensed health care program to provide a coordinated set of services rendered at home or in outpatient or institutional settings for individuals suffering from a disease or condition with a terminal prognosis.
- 2.21 "Hospital" means a state-licensed acute care facility that provides inpatient, outpatient, and emergency medical, surgical, or psychiatric diagnosis, treatment, and care of injured or acutely sick persons, by or under the supervision of a staff of physicians and that continuously provides twenty-four (24) hour-a-day nursing service by registered nurses, and which is not, other than incidentally, a place for the treatment of pulmonary tuberculosis, a place for the treatment of drug abuse, a place for the treatment of alcoholism, nor a nursing home.

- 2.22 “Individual Practice Association” or IPA means a partnership, corporation, association, or other entity that has a contract with a Plan to provide and arrange for services to Members, has as its primary objective the delivery, or arrangement for the delivery, of health care services, and employs or has entered into written service agreements with health professionals, a majority of whom are physicians.
- 2.23 “In Total Health Care USA Network” means all Affiliated Providers as defined in Articles 2.02, 2.03, 2.04, 2.05, and 2.06 above.
- 2.24 “Medical Emergency or Accidental Injury”:
- 1) “Medical Emergency” means a medical condition manifested by severe symptoms occurring suddenly and unexpectedly which could reasonably be expected to result in serious physical impairment or loss of life if not treated immediately.
  - 2) “Accidental Injury” means a traumatic bodily injury that, if not immediately diagnosed and treated, could reasonably be expected to seriously jeopardize a Member’s health or result in loss of life.
  - 3) Heart attacks, hemorrhaging, poisoning, loss of consciousness or respiration, trauma, and convulsions are some examples of Medical Emergencies or Accidental Injuries.
- 2.25 “Member” means a Subscriber or Dependent eligible to receive services under this Certificate and the Group Operating Agreement, and who has enrolled in the Plan.
- 2.26 “Out-of Network” means facility and professional providers who are not contracted with neither the Plan nor the Cofinity (PPOM) Network.
- 2.27 “Open Enrollment Period” means that limited period of time during which eligible persons are given the opportunity to enroll in the Plan.
- 2.28 “Plan” means Total Health Care USA, Inc.
- 2.29 “Cofinity Network” means facility and professional providers who have signed an Agreement with Cofinity and is not an Affiliated Provider within the “In Total Health Care USA Network.”
- 2.30 “Premium” means the amount of money prepaid monthly by a Group, including Subscriber contributions, if any, on behalf of the Members.
- 2.31 “Referral Facility” means any legally qualified and state-licensed intermediate care facility, skilled nursing facility, Hospice or Hospital that provides services to Members under the orders of a Treating Physician, Affiliated Physician, or Referral Physician when admission is authorized by the Plan’s Medical Director or his/her designee.
- 2.32 “Referral Physician” means a physician other than a Treating Physician who is licensed to practice medicine or osteopathy and who delivers medical or osteopathic care to a Member on the referring order of an Treating Physician.

- 2.33 "Remitting Agent" means the Group or the person designated by the Group who is responsible for the payment of the monthly premiums.
- 2.34 "Semi-Private Room" means Hospital accommodations where there are two (2) or more beds to a room.
- 2.35 "Service Area" means the geographic area where the Plan is available and readily accessible to Members and where the Plan has been approved by the State of Michigan to market its services.
- 2.36 "Spouse" means the legally married husband or wife of a Subscriber.
- 2.37 "Subscriber" means an individual who enters into an HMO contract, or on whose behalf an HMO contract is entered into, with an HMO that has received a certificate of authority from the State of Michigan and to whom an HMO contract is issued:
- 1) Who meets all eligibility criteria established by the Group Operating Agreement and this Certificate; and
  - 2) Who has completed an Enrollment Application which has been received by the Plan; and
  - 3) Who resides within the Service Area at the time of application; and
  - 4) For whom Premiums have been received.
- 2.38 "Treating Physician" means an individual licensed to practice medicine or osteopathy and is responsible for a member's care with regards to a particular diagnosis or treatment.
- 2.39 "Urgent Condition" means:
- A medical condition manifesting in an urgent, but not life-threatening condition, such that the absence of medical attention within a twenty-four (24) hour period from the onset of symptoms could reasonably be expected to result in further complication of the patients conditions, or deterioration of the patients condition. Such conditions may include:
- a) high fever
  - b) uncontrolled vomiting and/or diarrhea
  - c) earache
  - d) minor wounds

### ARTICLE III. ENROLLMENT; EFFECTIVE DATE OF COVERAGE; PREMIUMS

#### 3.01 Enrollment

- 1) Persons meeting the Group's and Plan's eligibility requirements during an Open Enrollment Period may enroll in the Plan only during that Open Enrollment Period. In order to enroll, an Enrollment Application must be completed and received by the Group during the Open Enrollment Period.

A person who is an eligible person at the time of an Open Enrollment Period and not already a Subscriber who fails to enroll during such Open Enrollment Period shall not be entitled to enroll at a later date except during a subsequent Open Enrollment Period.

- 2) Persons who join the Group between Open Enrollment Periods, or otherwise become eligible to enroll in the Plan for the first time may do so by completing an Enrollment Application within thirty (30) days of attaining eligibility pursuant to the Group Operating Agreement. In the event that such a newly eligible person fails to complete and submit an Enrollment Application within this thirty (30) day time period, the person shall be entitled to enroll in the Plan only during a subsequent Open Enrollment Period.
- 3) All newborn coverage starts at birth. To be covered a member must enroll the newborn and pay any premium within thirty-one (31) days of birth.

### 3.02 Effective Date of Coverage

- 1) Except as limited in subsection (3) below, the effective date of coverage for Members who enroll during an Open Enrollment Period will be the date agreed upon in the Group Operating Agreement, provided that the signed Enrollment Application and appropriate Premium have been received by the Plan.
- 2) Except as limited in subsection (3) below, and unless otherwise provided in the Group Operating Agreement, the effective date of coverage for newly eligible Members who enroll between Open Enrollment Periods shall be the first day of the month following the month of the Plan's receipt of the signed Enrollment Application and Premium.
- 3) The effective dates of coverage set out above will be deferred for persons not already Members of the Plan who are confined to any prison on the effective date until the day after the person is released from the prison facility.

### 3.03 Premiums

Premiums shall be paid to the Plan at the rate established by the Plan for coverage under this Certificate as set forth in a written notice by the Plan to the Remitting Agent. All Premiums are to be remitted on a monthly basis on or before the first day of each month unless otherwise agreed upon in writing by the Plan and Remitting Agent.

If the Group pays the Premium to the Plan during the thirty-one (31) day Grace Period, there will be no lapse in coverage.

If the Premium is not received within the Grace Period, the Plan may terminate the Group Operating Agreement and this Certificate in accordance with Article X. In the event of termination, the Plan reserves the right to recover from the Group the cost of services rendered during the period following the due date; and to reject claims submitted by providers for services rendered during the period following the due date. Termination shall be effective retroactively to the due date of said Premium.

## ARTICLE IV. GENERAL CONDITIONS

- 4.01 Nothing contained within this Certificate shall interfere with the professional relationship between the Member and the physician providing care. Each Member shall have the right to choose, to the extent feasible and appropriate, the physician and other health care professionals responsible for his/her primary care.

- 4.02 No officer, agent, or representative of the Plan except the Executive Director is authorized to vary the terms or conditions of this Certificate in any way or to make any promises or agreements supplemental to this Certificate. Any supplemental agreements or variances to the terms or conditions of this Certificate must be in writing, signed by the Executive Director of the Plan.
- 4.03 The Authorized Benefits and Services provided under this Certificate are solely for the individual benefit of the Members and cannot be transferred or assigned. If any Member aids, attempts to aid, or knowingly permits any other person not a Member of the Plan to obtain benefits or services from or through the Plan, that Member's coverage under this Certificate shall be terminated automatically, and the Member shall be responsible for payment for any services rendered to such other person. The theft or wrongful use, delivery or circulation of a Member identification card may constitute a felony under Michigan law.
- 4.04 If a Member's identification card is lost or stolen, the Member must contact the Plan's Member Services Department at (313) 871-2000 by the close of the business day following discovery of the theft or loss. Failure to notify of the loss or theft of a Member identification card within that time period shall result in the termination of coverage under this Certificate.
- 4.05 This Certificate supercedes all previous contracts or certificates between the Plan, the Group, and the Members.
- 4.06 Any notice required to be given by the Plan, the Group, or a Member, shall be deemed to have been duly given if in writing and personally delivered, or deposited in the United States mail with postage prepaid, addressed, as applicable, to the Remitting Agent, to the Member at the last address on record at the Plan's principal office, or to the Plan at 3011 W. Grand Blvd., Suite 1600, Detroit, Michigan 48202.
- 4.07 The Plan shall not be liable for any delay or failure of a Treating Physician, Affiliated Provider, Referral Physician, Referral Facility, or Cofinity (PPOM) Network to provide services due to lack of available facilities or personnel, if the lack is a result of circumstances beyond the Plan's control. In the event of circumstances beyond the Plan's control, the Plan shall attempt to arrange Authorized Benefits and Services, insofar as practical, according to its best judgment and within the limitations of facilities and personnel then available. Circumstances beyond the Plan's control include, but are not limited to, complete or partial disruption of facilities, war, riot, civil insurrection, epidemic, labor disputes, unavailability of supplies, disability of a significant part of an Affiliated Provider's personnel, or similar causes.
- 4.08 **Complaint, Grievance, and Appeal Process:**  
The Plan has a procedure to assist any Member who has a complaint or appeal regarding any aspect of the Plan's services. The Plan will provide each Member with a written explanation of the procedure upon enrollment in the Plan and/or at any time upon request. A Member can call the Plan to voice a complaint, or write to the Plan to file a written complaint/grievance.

The complaint/grievance should be directed to:

Total Health Care USA  
Attention: Grievance Coordinator  
3011 W. Grand Blvd., Suite 1600, Detroit, MI 48202  
Phone: (313) 871-7889  
Fax: (313) 871-0196  
e-mail: results@thc-online.com

When filing a complaint, another person can act as the Member's authorized representative. To use an authorized representative, written notification must be submitted to Total Health Care authorizing the person to act on behalf of the Member.

### **Grievance**

A grievance is the process used to handle a complaint. A grievance may be due to a denial of payment or an adverse determination. An adverse determination means health care services have been reviewed and denied, reduced, or terminated. An untimely response to a request becomes an adverse determination. Members or their authorized representative have one hundred and eighty (180) days from the date of the notification letter to file a grievance.

Covered benefits continue pending resolution of the grievance. Members have the right to authorize someone to act as an authorized representative in the grievance. An authorized representative must have the Member's written permission to represent them. Members have the right to send additional documentation with the grievance.

Members have the right to ask Total Health Care to arrange a meeting with the Appeal Review Committee. Members or an authorized representative may attend the meeting in person or by telephone. A person not involved in the first decision will review the grievance. No one who reports to the person involved in the initial decision can review the grievance. The person who reviews the grievance will be of similar specialty.

Medical grievance will be completed within thirty (30) calendar days after receipt. Administrative or denial of payment grievance will be completed within thirty-five (35) calendar days after it is received. Members will be notified in writing of the final decision. If the decision upholds the denial, an external appeal can be filed. The final letter explains external appeal rights and how to file the appeal.

### **Expedited Grievance**

An expedited review of a grievance will be made when a physician notifies us verbally or in writing that waiting the thirty (30) days would cause the Member to have severe pain or put their life at risk. The physician must be able to support the attestation. The grievance must be received within ten (10) days of the denial.

After filing an expedited internal grievance with Total Health Care, an appeal and request may be filed for an expedited external review with the Office of Financial and Insurance Regulation (OFIR). If a request for an expedited grievance is denied, it is changed to a thirty (30) day grievance.

A decision about an expedited grievance is made no later than seventy-two (72) hours after it is received. A request for an extension of the decision time moves the grievance to a thirty (30) day grievance.

Total Health Care will notify the Member of the decision by phone. The decision will also be mailed to the Member within two (2) business days.

If the decision upholds the denial, the specific reasons for the final denial will be provided. The notification letter will include the benefit provision, guideline, protocol, or other criteria used. Upon request, access to and copies of all papers related to the grievance are provided.

### **External Appeal Rights**

A Member or authorized representative has the right to request an external review from OFIR. The request should be made after receiving Total Health Care's final decision. Notification of the final decision completes the Total Health Care internal appeal process.

A Member or authorized representative must file the OFIR, Health Care-Request for External Review Form to be given an external review. A copy of the Health Care-Request for External Review Form will be included with the final decision letter. Members may also call OFIR at 1-877-999-6442 to have a form mailed. The form should be filed no later than sixty (60) days after receipt of the final decision letter.

When appropriate, OFIR will request a recommendation by an independent review organization. The independent review organization is not a part of Total Health Care. The Commissioner of OFIR will issue a final order.

To ask questions about the external review process, contact the Total Health Care Grievance Coordinator at (313) 871-7889 or 1-800-826-2862 x889.

To request an independent review write to:

Health Plans Division  
Appeals Section  
Office of Financial and Insurance Regulation  
P.O. Box 30220  
Lansing, Michigan 48909-7720  
Or call: (877) 999-6442  
Or fax: (517) 241-4168

4.09 All Member protected health information (PHI) is maintained in a manner that assures confidentiality consistent with applicable law. PHI includes such information as a Member's name, address, phone number, Social Security Number, demographic information, and any information related to his/her health condition or diagnosis. The Plan will not use or disclose PHI concerning Members and/or their medical treatment other than for purposes of treatment, payment, or health care operations except upon written authorization of the Member or as otherwise required by law. Any such disclosure of PHI will be limited to that which is minimally necessary.

4.10 The Plan may adopt reasonable policies, procedures, and rules to promote orderly and efficient administration of this Certificate. Questions about such policies should be directed, in writing, to:

Total Health Care USA  
3011 W. Grand Boulevard, Suite 1600  
Detroit, MI 48202  
Attn: Marketing Dept.

4.11 The Member identification card is the property of the Plan. Each Member understands and agrees to return the Member identification card upon request of the Plan.

4.12 Legal Actions:

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

4.13 As a Member of the Plan, the Plan will provide you, upon your request, with a description of any of the following. To request this information, please contact the Member Services Department at (313) 871-2000, or mail your request to the Member Services Department. Be sure to include your Member ID number on your request. Request should be mailed to:

Total Health Care USA  
3011 W. Grand Boulevard, Suite 1600  
Detroit, MI 48202

A. Information Concerning Affiliated Providers.

The Member Provider Directory includes the names of Plan Affiliated Providers, specialty or type of practice, practice location, and information concerning accessibility/availability.

You may request from the Member Services Department, and the Plan will provide you with:

- Clarification with respect to the information contained in the Provider Directory
- Information concerning the professional credentials of Affiliated Providers that are health professionals, including professionals certified in the specialty of pain medicine, evaluation, and management. The type of information available includes, but is not necessarily limited to, professional degrees held, dates of certification by professional boards and other professional bodies, and affiliation status with Affiliated Providers that are facilities, such as Hospitals.

B. Financial Relationships with Affiliated Providers.

You may request from the Member Services Department, and the Plan will provide, information indicating the nature of financial relationships between the Plan and its Affiliated Providers.

The Plan will provide you with a description of its financial relationships with Affiliated Providers including:

- Whether a fee-for-service arrangement exists, under which the Affiliated Provider is paid a specific amount for each Covered Service rendered to a Member.
- Whether a capitation arrangement exists, under which a fixed amount is paid to the Affiliated Provider for all, or a specified set, of Covered Services that are or may be rendered to the Member, or all persons in the Member's family covered by the Plan.
- Whether payments to Affiliated Providers are based on standards relating to cost, quality, and/or patient satisfaction.

C. Licensure Verification.

You can verify the license of Affiliated Providers that are health professionals through the Michigan Department of Labor and Economic Growth. You can verify a license electronically at the following websites: <http://www.cis.state.mi.us/verify.htm> and <http://www.cis.state.mi.us/free/default.asp>. You also can verify a license, and request information concerning disciplinary action and open formal complaints filed against a health professional, by calling the Michigan Department of Labor and Economic Growth at (517) 241-9427.

D. Benefits.

This Certificate of Coverage, together with any Riders and the Member Handbook provided to Members, contains a description of the benefits available to Plan Members, including rules regarding accessing benefits such as prior authorization requirements, Member's financial participation including Co-Payments, Deductibles, and Coinsurance, drug formulary requirements, if any, and exclusions and limitations applicable to the specific categories of benefits provided. If you require clarification with respect to any of this information, please contact the Member Services Department.

E. Affiliated Provider Termination.

In the event of termination, Members in an ongoing course of treatment with an Affiliated Physician or Referral Physician shall be permitted to continue such treatment with Plan authorization as follows:

- 1) For a period of ninety (90) days from the date the Member is notified of the termination;
- 2) If the Member is in the second or third trimester of pregnancy, treatment shall continue through post-partum care;
- 3) If it is determined that the Member is terminally ill as defined in Section 5653 of the public health code, treatment will continue for the remainder of the Member's life for care directly related to the treatment of terminal illness.

4.14 A Deductible carry-over from the prior health insurance carrier applies for eligible expenses incurred within ninety (90) days of the Group's effective date with Total Health Care USA. The Member must provide

documentation of the expense within sixty (60) days of the initial Total Health Care USA effective date. The Deductible carry-over does not accumulate toward the Out-of-Pocket Maximum.

## ARTICLE V. COVERED BENEFITS AND SERVICES

### High Deductible Plan

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**Calendar Year Deductible:** **In Total Health Care USA Network:** \$1,000 per Person, \$2,000 per Family  
**In Cofinity Network:** \$2,000 per Person, \$4,000 per Family  
**Out-of-Network:** \$3,000 per Person, \$6,000 per Family

**Coinsurance Out-of-Pocket Maximum (inclusive of the Deductible):**

**In Total Health Care USA Network:** \$1,000 per Person, \$2,000 per Family  
**In Cofinity Network:** \$4,000 per Person, \$8,000 per Family  
**Out-of-Network:** \$15,000 per Person, \$30,000 per Family

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#### 5.01 Inpatient Hospital Care

1) Physician Services:

All Physician services which are deemed necessary for the medical, surgical, obstetrical and related diagnosis and treatment of a Member and are Authorized Benefits and Services.

2) Hospital Services:

When a Member is admitted to an Affiliated Hospital or any other Hospital upon authorization of a Treating Physician and the Plan's Medical Director or his/her designee or through an emergency admission, the Member is entitled to the following Authorized Benefits and Services when deemed necessary for the medical, surgical, obstetrical, and related diagnosis and treatment of the Member:

- a. A Semi-Private room, including general nursing services, meals, and special diets.
- b. Use of intensive care units, operating rooms, delivery rooms, recovery rooms, and other special treatment rooms.
- c. Anesthesia services.
- d. Laboratory examinations, including typing of blood donors and other diagnostic and pathological services.
- e. All necessary medical and surgical supplies.
- f. Use of X-ray and other diagnostic and therapeutic services.
- g. Drugs, biologicals, and related preparations as prescribed by the attending physician.
- h. Maternity and nursery care of at least forty-eight (48) hours following childbirth (ninety-six (96) hour minimum stay in the case of a cesarean section).
- i. Radiation and inhalation therapy.
- j. Medical rehabilitative services and physical therapy which can be expected to result in significant improvement of the Member's condition.
- k. Other inpatient services medically necessary for admission, diagnosis, and treatment of the Member.

**Coinsurance after Deductible:**

**Within Total Health Care USA Network:** Covered in full.

**Within the Cofinity Network:** Member pays 25% Coinsurance on the Cofinity rate.

**Out-of-Network:** Member pays 50% Coinsurance on the paid charges.

5.02 Organ and Tissue Transplants

Organ or body tissue transplant is covered when:

- a. Transplant is considered non-experimental in accordance with generally accepted medical practice, and
- b. It is medically necessary, and
- c. Member is enrolled in Total Health Care USA's Case Management Program during the evaluation, pre-transplant, transplant and post-transplant care, and
- d. The approved transplant is performed in a Total Health Care USA authorized facility.

Transplants also include the necessary Hospital, surgical, lab and X-ray services for a non-member donor, unless the member donor has coverage for such service.

**At a Total Health Care USA authorized facility:** Covered in full.

**Within the Cofinity Network:** Not covered.

**Out-of-Network:** Not covered.

5.03 Outpatient Services

- a. Outpatient surgical care, including routine surgical procedures that do not require the use of inpatient hospital facilities.
- b. Therapeutic and diagnostic laboratory, pathology, radiology, and special diagnostic services which are medically necessary for the diagnosis or treatment of a disease, injury, or medical condition.
- c. Medical and surgical supplies.
- d. Pre-hospital admission screening procedures which have been authorized by a Treating Physician and/or the admitting physician.

**Coinsurance after Deductible:**

**Within Total Health Care USA Network:** Covered in full.

**Within the Cofinity Network:** Member pays 25% Coinsurance on the Cofinity rate.

**Out-of-Network:** Member pays 50% Coinsurance on the paid charges.

5.04 Professional Services

- 1) The following Authorized Benefits and Services are available for preventive, diagnostic, therapeutic, and rehabilitative care (does not apply to chemotherapy; see Section 5.08 for benefit details).
  - a. Annual physical examinations.
  - b. Office visits at the Member's Primary Care Physician.
  - c. Specialty physician care.

- d. Pediatric Immunizations (influenza vaccination covered from six (6) months to five (5) years of age).
- e. Drugs administered at the primary care office.
- f. Therapeutic and diagnostic laboratory, pathology, radiology, and special diagnostic services which are medically necessary for the diagnosis or treatment of a disease, injury or medical condition.
- g. Prenatal and postnatal care.
- h. Nutrition counseling and health education services.
- i. Short-term medical rehabilitative services and physical therapy for up to forty-five (45) days per Calendar Year, for conditions which Treating Physician expects will result in significant improvement of a Member's condition within a period of two (2) months. (Limited to Total Health Care USA Network only. Service must be preauthorized by the THC USA Utilization Management Department).
- j. Vision and hearing screening examinations for Dependents through the completion of the calendar year that they attain the age of eighteen (18), to determine the need for vision and/or hearing corrections.
- k. Infertility counseling and testing.
- l. Pre-hospital admission screening procedures which have been authorized by a Treating Physician and/or the admitting physician.
- m. Chiropractic care (limited to twenty (20) visits per Calendar Year).

**Office Visit Co-Payment/Coinsurance (Co-Payment does not apply to f and l):**

**Within Total Health Care USA Network:** Member pays \$20 Co-Payment per office visit.

**Within the Cofinity Network:** Member pays \$50 Co-Payment per office visit. **Not a covered service for i., m., and n.**

**Out-of-Network:** Member pays Deductible and 50% Coinsurance on the paid charges thereafter. **Not a covered service for i.**

**Coinsurance after Deductible for Therapeutic and Diagnostic Services as described in f and l above:**

**Within Total Health Care USA Network:** Covered in full.

**Within the Cofinity Network:** Member pays 25% Coinsurance on the Cofinity rate.

**Out-of-Network:** Member pays 50% Coinsurance on the paid charges thereafter.

5.05 Home Health Care Aides

When prescribed by a Treating Physician, home health care visits by nursing personnel will be provided (limited to one hundred (100) visits per Calendar Year).

**Co-Payment:**

**Within Total Health Care USA Network:** Covered in full.

**Within the Cofinity Network:** Not covered.

**Out-of-Network:** Not covered

5.06 Breast Cancer Screening, Diagnostic, Treatment and Rehabilitative Services

- a. Breast cancer screening mammography services are covered by the Plan and subject to applicable co-payments. Coverage is for one (1) mammography screening every year for women forty (40) years and older, and one (1) mammography during a five (5) year period for women between the ages of thirty-five (35) and forty (40) years. Any other medically indicated mammography is covered.

**Co-Payment:**

**Within Total Health Care USA Network:** Member pays \$20 Co-Payment per office visit.

**Within the Cofinity Network:** Member pays \$50 Co-Payment per office visit.

**Out-of-Network:** Member pays Deductible and 50% Coinsurance on the paid charges thereafter.

- b. Breast cancer diagnostic services include procedures intended to aid in the diagnosis of breast cancer, including but not limited to surgical breast biopsy, pathologic examination, and interpretation.

**Coinsurance after Deductible:**

**Within Total Health Care USA Network:** Covered in full.

**Within the Cofinity Network:** Member pays 25% Coinsurance on the Cofinity rate.

**Out-of-Network:** Member pays 50% Coinsurance of billed charges thereafter.

- c. Breast cancer treatment delivered on an inpatient or outpatient basis including, but are not limited to surgery, radiation therapy, chemotherapy, hormonal therapy, and related medical follow-up services.

**Coinsurance after Deductible:**

**Within Total Health Care USA Network:** Covered in full.

**Within the Cofinity Network:** Member pays 25% Coinsurance of Cofinity rate.

**Out-of-Network:** Member pays 50% Coinsurance on the paid charges thereafter.

d. Other Breast Services and Treatment Following a Mastectomy

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction on the breast to produce a symmetrical appearance;
- Prosthesis (breast implant); and
- Treatment for physical complications of the mastectomy, including lymphedema.

**Coinsurance after Deductible:**

**Within Total Health Care USA Network:** Covered in full.

**Within the Cofinity Network:** Member pays 25% Coinsurance on the Cofinity rate.

**Out-of-Network:** Member pays 50% Coinsurance on the paid charges thereafter.

5.07 Diabetic Services

The Plan shall provide coverage for the following equipment, supplies, and educational training for the treatment of diabetes, if determined to be medically necessary, meets established criteria, and is prescribed by a licensed allopathic or osteopathic physician:

- Blood glucose monitors.
- Blood glucose monitors for the legally blind.
- Test strips for glucose monitors, visual reading and urine testing strips, lancets, and spring-powered lancet devices.
- Syringes.
- Insulin pumps and medical supplies required for the use of the insulin pump.
- Diabetes self-management training to ensure that Members with diabetes are trained as to the proper self-management and treatment of the diabetic condition.
- Insulin and other medications for the treatment of diabetes and associated conditions, if the Member subscribes to the prescription rider (refer to rider for Co-Payment details).

**Co-Payment:**

**Within Total Health Care USA Network:** Covered in full.

**Within the Cofinity Network:** Not covered.

**Out-of-Network:** Not covered.

5.08 Neoplastic Drug Coverage (Chemotherapy)

The Plan covers drugs used in antineoplastic therapy and the reasonable cost of its administration. Coverage for neoplastic drugs is provided, regardless of whether the specific neoplasm for which the drug is being used as treatment is the specific neoplasm for which the drug has received approval by the Federal Food and Drug Administration, if all of the following conditions are met:

- The drug is ordered by a physician for the treatment of a specific type of neoplasm.
- The drug is approved by the Federal Food and Drug Administration for use in antineoplastic therapy.
- The drug is used as part of an antineoplastic drug regimen.
- Current medical literature substantiates its efficacy and recognized oncology organizations generally accept the treatment.
- The physician has obtained informed consent from the patient for the treatment regimen that includes Federal Food and Drug Administration-approved drugs for off-label indications.

**Coinsurance after Deductible:**

**Within Total Health Care USA Network:** Covered in full.

**Within the Cofinity Network:** Member pays 25% Coinsurance on the Cofinity rate.

**Out-of-Network:** Member pays 50% Coinsurance on the paid charges thereafter.

5.09 Intermediate and Outpatient Care for Substance Abuse

Intermediate and outpatient care for substance abuse will be provided as identified in a treatment plan for individuals physiologically or psychologically dependent upon or abusing alcohol or drugs when prescribed by the Psychiatrist and approved by the Plan's Medical Director or his designee.

"Intermediate care" means the use, in a full twenty-four (24) hour residential therapy setting, or in a partial, less than twenty-four (24) hour, residential therapy setting, of any or all of the following therapeutic techniques, as identified in a treatment plan for individuals physiologically or psychologically dependent upon or abusing alcohol or drugs:

- i. Chemotherapy.
- ii. Counseling.
- iii. Detoxification services.
- iv. Other ancillary services, such as medical testing, diagnostic evaluation, and referral to other services identified in a treatment plan.

"Outpatient care" means the use, on both a scheduled and a nonscheduled basis, of any or all of the following therapeutic techniques, as identified in a treatment plan for individuals physiologically or psychologically dependent upon or abusing alcohol or drugs:

- i. Chemotherapy.
- ii. Counseling.
- iii. Detoxification services.
- iv. Other ancillary services, such as medical testing, diagnostic evaluation, and referral to other services identified in a treatment plan.

**Intermediate Care: Coinsurance and Deductible:**

**Within Total Health Care USA Network:** Covered in full.

**Within Cofinity Network:** Deductible and 25% Coinsurance on the Cofinity rate.

**Out-of-Network:** Member pays 50% Coinsurance on the paid charges.

**Outpatient Care: Co-Payment/Coinsurance:**

**Within Total Health Care USA Network:** Covered in full.

**Within Cofinity Network:** \$50 Co-Payment per office visit.

**Out-of-Network:** Member pays 50% Coinsurance on the paid charges not covered.

5.10 Behavioral Health

- 1) Visits for behavioral health consultation, diagnosis and treatment including crisis intervention, group therapy and testing by a psychiatrist, psychiatric social worker, or a counseling or clinical psychologist.

- 2) Inpatient Psychiatric Care shall be covered when authorized by the Plan's Medical Director and/or his designee.

**Outpatient Behavioral Health: Co-Payment:**

**Within Total Health Care USA Network:** Covered in full.

**Within the Cofinity Network:** \$50 Co-Payment per office visit.

**Out-of-Network:** Member pays 50% Coinsurance on the paid charges.

**Inpatient Psychiatric Care: Coinsurance After Deductible:**

**Within Total Health Care USA Network:** Covered in full.

**Within the Cofinity Network:** Deductible and 25% Cofinity rate.

**Out-of-Network:** Member pays 50% Coinsurance on the paid charges.

5.11 Emergency Care

Emergency medical care coverage is provided for the treatment and stabilization of Medical Emergencies and Accidental Injuries as defined in Article II, 2.24 above. Emergency medical care is available twenty-four (24) hours-a-day. Call 9-1-1 or go to the nearest Emergency Room.

**Co-Payment:** Member pays \$150.00 per ER visit.

**Note:** Co-Payment is waived if emergency visit results in a Hospital admission.

5.12 Ambulance Service

- 1) Ambulance service will be provided only when deemed medically necessary, as determined by the Plan's Medical Director or designee according to the following criteria:
  - a. If the Member is admitted as an inpatient to the Hospital immediately following emergency room treatment; or
  - b. When necessary for management of shock, trauma, unconsciousness, heart attack, or other condition requiring active medical management prior to availability of Hospital care; or
  - c. When an ambulance is ordered by an employer, school, fire, or public safety official, and the Member is not in a position to refuse.
- 2) Any medically necessary and appropriate transportation ordered by a hospital is covered in full by the Plan.

**Co-Payment:** Except as provided in subsection (2) above, the Member will be responsible for \$75, not to exceed 50% of the Plan's reimbursement for the ambulance services whichever is less.

5.13 Temporomandibular Joint Treatment

- 1) Temporomandibular Joint Syndrome (TMJ) is defined as muscle tension and spasms of musculature related to the temporomandibular joint, facial and cervical muscles, causing pain, loss of function, neurological, and personality dysfunctions.

- 2) When deemed medically necessary and provided or authorized by a Treating Physician, and approved by the Medical Director, the following services and treatment for Temporomandibular Joint Syndrome are Authorized Benefits and Services:
  - a. Office visits for medical evaluation and treatment.
  - b. Specialty referral for medical evaluation and treatment.
  - c. X-rays of the temporomandibular joint including contrast studies, but not dental X-rays.
  - d. Palliative therapy including TENS therapy and intraoral fixation.
  - e. Myofunctional therapy.
  - f. Surgery to the temporomandibular joint including but not limited to condylectomy, meniscectomy, arthrotomy and arthrocentesis.
- 3) Dental and orthodontic services, treatment, prosthesis, and appliances for or related to treatment for temporomandibular syndrome are not covered.

**Coinsurance:** The Member will be responsible for an amount not to exceed 50% of the Plan's reimbursement to the facility and to Affiliate Providers.

#### 5.14 Hospice

##### 1) Eligibility

A Member is eligible for Hospice coverage when the individual is suffering from a disease or condition with a terminal prognosis. A Member shall be considered to have a disease or condition with a terminal prognosis if, in the opinion of a Treating Physician, the Member's death is anticipated within six (6) months after the date of admission to Hospice. The fact that a Member lives beyond the six (6) month or less prognosis shall not disqualify the person from continued Hospice care. In order to be eligible for Hospice coverage, a Member must have knowledge of the illness and the life expectancy and elect to receive Hospice services rather than active treatment for the illness.

##### 2) Settings

The majority of Hospice care is provided in the Member's home. If the Member is eligible for Hospice services but does not have a family member or friend to provide the care necessary to allow the Member to remain in the home, a Treating Physician shall arrange for Hospice care in a Hospice Facility.

##### 3) Hospice Services

Hospice care shall address the physical, psychological, social and spiritual needs of the terminally ill Member and shall be designed to meet the related needs of the terminally ill Member's family through the periods of illness and bereavement.

#### **Coinsurance after Deductible:**

**Within Total Health Care USA Network:** Covered in full.

**Within the Cofinity Network:** Member pays 25% Coinsurance on the Cofinity rate.

**Out-of-Network:** Member pays 50% Coinsurance on the paid charges.

5.15 After Hours Services

After Hours Services are defined as medically necessary care for non-life threatening conditions such as colds, flu, sore throats, fever, diarrhea, upper respiratory symptoms, earache, minor burns, allergic reactions, sprains, strains, and similar conditions when such services are delivered after 5:00 P.M. on weekdays and on Saturdays, Sundays, and legal holidays and are inappropriate for a hospital emergency room.

**Co-Payment/Coinsurance:**

**Within Total Health Care USA Network:** Member pays \$30 Co-Payment per office visit.

**Within the Cofinity Network:** Member pays \$75 Co-Payment per office visit.

**Out-of-Network:** Member pays Deductible and 50% Coinsurance on the paid charges thereafter.

5.16 Language Services

The Plan provides an interpreter if the Member does not speak English and a sign language interpreter if the Member has a hearing impairment. For assistance, the Member must call the Plan's hotline at (313) 871-2000 or 1-800-826-2862 or the TDD/TTY line at 1-800-647-3777.

## ARTICLE VI. EXCLUSIONS AND LIMITATIONS

- 6.01 All benefits and services not specifically described as Authorized Benefits and Services in this Certificate are excluded from coverage under this Certificate.
- 6.02 Services which are not medically necessary are not covered. The final determination of medical necessity is made by the Plan's Medical Director or designee.
- 6.03 Services for disabilities associated with military service to which the Member is legally entitled and for which facilities are reasonably available to the Member are not covered.
- 6.04 Services for an occupational injury or disease for which services, payment, or reimbursement is available under any workers compensation or employer's liability law are not covered.
- 6.05 Care for conditions that federal, state, or local laws require be treated in a public health facility is not covered.
- 6.06 Infertility treatment is not covered.
- 6.07 Services ordered by a court of competent jurisdiction are not covered, unless they are otherwise Authorized Benefits and Services.
- 6.08 Services provided during police custody are not covered, unless they are otherwise Authorized Benefits and Services.
- 6.09 Services for mental illnesses, disorders, and disabilities that, according to generally accepted professional standards, are not amenable to treatment are not covered.

- 6.10 Unless included in a rider, outpatient prescription or nonprescription drugs, prosthetic appliances, orthotic equipment, durable medical equipment, audiometric exams, hearing aids, skilled nursing care, vision care, eyeglasses, and diet supplements are not covered.
- 6.11 Surgery and other services for cosmetic purposes, as determined by the Plan's Medical Director or his/her designee, are not covered.
- 6.12 Dental services and/or surgeries are not covered except in cases of multiple extractions or removal of unerupted teeth under general anesthesia where a concurrent medical condition exists.
- 6.13 Medical, surgical and other health care procedures determined by the Plan's Medical Director to be experimental (including research studies) are not covered. Health services that are unusual, infrequently provided, and not necessary for the protection of individual health are not covered.
- 6.14 Reversal of voluntary, surgically induced sterilization is not covered.
- 6.15 Services of private duty nurses are not covered unless they are authorized by the Plan's Medical Director or designee before the services are rendered.
- 6.16 Custodial care, domiciliary care, or basic care in a residential, institutional, or other setting that is primarily for the purpose of meeting the Member's personal needs and which could be provided by persons without professional skills or training is not covered. Examples of custodial care include: assistance in bathing, dressing, eating, walking, getting in and out of bed and taking medicine.
- 6.17 General housekeeping services and personal convenience items including, but not limited to, television and telephone services are not covered.
- 6.19 Health care benefits and services rendered as a result of a motor vehicle accident are not covered to the extent there is coverage under any insurance policy.
- 6.20 Services that constitute vocational rehabilitation or employment counseling, or that are in connection with examinations for insurance employment screening are not covered, except as they may be incidental to an annual health examination.
- 6.21 If a Member requests inpatient accommodations that are more expensive than those provided in this Certificate, the Member must pay the Hospital the difference between those charges incurred and those allowable and payable by the Plan.
- 6.22 Hospital, medical, and surgical services for the primary purpose of sex transformation are not covered.

## ARTICLE VII. SUBROGATION

- 7.01 Subrogation means that the Plan will have the same right as a Member to recover expenses for treatment of an injury or illness for which another person or organization is legally liable. To the extent the Plan provides services in such situations, the Plan will be subrogated to the Member's right of recovery against any responsible person or organization, including any other health plan or insurers on policies of insurance, including those issued to and in the name of the Member.
- 7.02 By acceptance of an identification card from the Plan, the Member agrees as a condition to receiving Authorized Benefits and Services under this Certificate, that the Member will make a good faith effort to pursue recovery from any liable person or organization and, upon collection of any recoveries for any Authorized Benefits and Services provided by the Plan, will reimburse the Plan. The Plan shall have a lien for any Authorized Benefits and Services rendered on any such recoveries whether by judgment, settlement, compromise, or reimbursement.
- 7.03 Members shall take such action, furnish such information, and assistance and execute such assignments and other instruments as the Plan may request to facilitate enforcement of the rights of the Plan hereunder.
- 7.04 A Member shall not compromise or settle a claim or take any action that would prejudice the rights and interests of the Plan without the Plan's prior written consent.
- 7.05 Refusal or failure of a Member, without good cause, to cooperate with the Plan under this Article, shall be grounds for termination of membership in the Plan and for recovery by the Plan from the Member for the value of services and benefits provided by the Plan.

## ARTICLE VIII. COORDINATION OF BENEFITS

- 8.01 Benefits under this Certificate will be coordinated with all group health insurance and/or other HMO benefits available to the Member under any insurance policy or certificate that also has a coordination of benefits provision. The priority of responsibility under the coordinating insurance policies or certificates will be determined in the following manner as prescribed under Act No. 64 of the Public Acts of 1984:
- 1) The benefits of a policy or certificate that covers the person on whose expense the claim is based other than as a Dependent, shall be determined before the benefits of a policy or certificate which covers the person as a Dependent.
  - 2) Except as otherwise provided in subsection (3), if two (2) policies or certificates cover a person on whose expenses the claim is based as a Dependent, the benefits of the policy or certificate of the person whose birthday anniversary occurs earlier in the Calendar Year shall be determined before the benefits of the policy or certificate of the person whose birthday anniversary occurs later in the Calendar Year. If the birthday anniversaries are identical, the benefits of a policy or certificate that has covered the person on whose expenses the claim is based for the longer period of time shall be determined before the benefits of a policy or certificate that has covered the person for the shorter period of time. However, if either

policy or certificate is lawfully issued in another state and does not have the coordination of benefits procedure regarding Dependents based on birthday anniversaries as provided in this subsection, and as a result each policy or certificate determines its benefits after the other, the coordination of benefits procedure set forth in the policy or certificate that does not have the coordination of benefits procedure based on birthday anniversaries shall determine the order of benefits.

- 3) In the case of a person for whom claim is made as a Dependent minor child, benefits shall be determined according to the following:
  - a. Except as provided in paragraph c. below, if the parents of the minor child are legally separated or divorced, and the parent with custody of the child has not remarried, the benefits of the policy or certificate that covers the minor child as a Dependent of the custodial parent shall be determined before the benefits of a policy or certificate that covers the minor child as a Dependent of the non-custodial parent.
  - b. Except as provided in paragraph c. below, if the parents of the minor child are divorced, and the parent with custody has remarried, the benefits of a policy or certificate that covers the minor child as a Dependent of the custodial parent shall be determined before the benefits of a policy or certificate that covers the minor child as a Dependent of the spouse of the custodial parent, and the benefits of a policy or certificate that covers the minor child as a Dependent of the spouse of the custodial parent shall be determined before the benefits of a policy or certificate that covers the minor child as a Dependent of the non-custodial parent.
  - c. If the parents of the minor child are divorced, and the decree of divorce places financial responsibility for the medical, dental, or other health care expenses of the minor child upon either the custodial or the non-custodial parent, the benefits of the policy or certificate that covers the minor child as a Dependent of the parent with such financial responsibility shall be determined before the benefits of any other policy or certificate that covers the minor child as a Dependent.

8.02 If Section 8.01 (1), (2) and (3) above do not establish an order of benefit determination, the benefits of a policy or certificate in connection with a group disability benefit plan that group disability plan has covered the person on whose expenses the claim is based for the longer period of time shall be determined before the benefits of a policy or certificate that has covered the person for the shorter period of time, subject to the following:

- 1) The benefits of a policy or certificate covering the person on whose expenses the claim is based as a laid-off or retired employee or a Dependent of a laid-off or retired employee shall be determined after the benefits of any other policy or certificate covering the person other than as a laid-off or retired employee or Dependent of a laid-off or retired employee.
- 2) Subsection (1) shall not apply if either policy or certificate is lawfully issued in another state and does not have a provision regarding laid-off or retired employees and, as a result, each policy or certificate determines its benefits after the other.

- 8.03 Benefits under this Certificate shall not be reduced or otherwise limited because of the existence of another non-group contract that is issued as a hospital indemnity, surgical indemnity, specified disease, or other policy of disability insurance as defined in Section 3400 of the Insurance Code of 1956, Act 218 of the Public Acts of 1956, being Section 500.3400 of the Michigan Compiled Laws.
- 8.04 Health care benefits and services rendered as a result of a motor vehicle accident are not covered to the extent there is coverage under any insurance policy.
- 8.05 The Plan is not required to pay claims or coordinate benefits for services that are not provided or authorized by the Plan and that are not Authorized Benefits and Services under this Certificate.

## **ARTICLE IX. CHANGES IN RATES, CERTIFICATE, OR STATUS OF MEMBERS**

- 9.01 The Plan will not make adjustments in the rate(s) used to determine Premiums, nor in the terms and/or conditions of this Certificate with less than thirty (30) days written notice to the Remitting Agent.
- 9.02 The Subscriber must notify the Plan in writing within thirty (30) days of any changes in the status of each Member as a result of divorce, death, birth, legal adoption, changes in legal residence of children, changes in address, change of telephone number, entrance into or return from military service, or when a dependent has been employed by a company offering health benefits.

## **ARTICLE X. TERMINATION OF GROUP COVERAGE**

- 10.01 The Certificate and the Group Operating Agreement shall continue in effect for one (1) year from the effective date and from year to year thereafter. The Plan may terminate this Certificate and the Group Operating Agreement without notice if the Group fails to pay the Premium within the Grace Period. In the event the Premium is not paid within the Grace Period, this Certificate terminates and all Authorized Benefits and Services cease retroactively as of 11:59 p.m. on the due date, unless otherwise expressly agreed upon by the Plan in writing. In the event of termination, the Plan reserves the right to recover from the Group the costs of services rendered to the Members during the period following the due date and to reject claims submitted by providers for services rendered during the period following the due date.

## **ARTICLE XI. TERMINATION OF A MEMBER'S COVERAGE**

- 11.01 If this Certificate is terminated pursuant to Article X, the Member's coverage shall terminate at the time specified in Article X without further action of the Plan.

- 11.02 If a Member ceases to meet the eligibility requirements of the Group Operating Agreement and this Certificate, coverage shall terminate (subject to the conversion rights under Article XII) as follows:
- 1) If the Subscriber ceases to be a member of the Group, Authorized Benefits and Services for the Subscriber and enrolled Dependents will be continued only until the end of the month for which Premiums have been paid without any further action by the Plan.
  - 2) Upon the death of the Subscriber, all Authorized Benefits and Services will be continued for enrolled Dependents only until the end of the month for which Premiums have been paid without any further action by the Plan.
  - 3) In the event of divorce or legal separation of Subscriber and Spouse, all Authorized Benefits and Services will be continued for the Spouse only until the end of the month for which Premiums have been paid without any further action by the Plan.
  - 4) In the event a Member becomes a member of the Armed Services of the United States, all Authorized Benefits and Services shall terminate as to such Member as of that date without any further action by the Plan.
  - 5) Coverage shall terminate at the end of the month in which a Dependent attains the age of twenty-six (26).
  - 6) In the event a Member transfers residence outside the Service Area, Authorized Benefits, and Services may be continued or may be terminated at the Plan's discretion.
  - 7) Coverage shall terminate for the Dependent if the Dependent becomes eligible for coverage from their employer.
- 11.03 The Plan may rescind a Member's coverage under this Certificate for intentional misrepresentation of a material fact on the Enrollment Application.
- 11.04 The Plan may terminate a Member's coverage for providing false or misleading information or withholding material information on any required plan form or in applying for or seeking any health care under the terms of this Certificate. Termination of coverage is effective ten (10) days after notice of termination is given by the Plan.
- 11.05 The Plan may terminate a Member's coverage if that Member fails to report theft or loss of a Member identification card within the time required by Section 4.04. Termination of coverage is effective immediately.
- 11.06 The Plan may terminate a Member's coverage if that Member knowingly fails or refuses to furnish information requested by the Plan. Termination of coverage is effective ten (10) days after notice of termination is given by the Plan.
- 11.07 The Plan may terminate a Member's coverage if the Member aids, attempts to aid, or knowingly permits any other person not a Member to obtain benefits or services from or through the Plan. Termination of coverage is effective immediately.
- 11.08 The Plan may terminate a Member's coverage if the Member refuses or fails, without good cause, to cooperate with the Plan pursuant to Article VII.

- 11.09 Members may elect to terminate their coverage during Group Open Enrollment that occurs once a year, or in the event that the Member ceases to meet the eligibility requirements as defined in this document or the Group Operating Agreement, by giving written notice to the Plan and the Remitting Agent.
- 11.10 Benefits for any authorized inpatient admission to a Hospital or skilled nursing facility that began prior to the effective date of termination will be provided only until the date of termination.

## ARTICLE XII. CONTINUATION COVERAGE AND CONVERSION

### 12.01 CONTINUATION OF GROUP COVERAGE OPTION

- 1) A Member may be entitled under the Consolidated Omnibus Budget Reconciliation Act (COBRA) to continue his/her coverage under this Certificate by making periodic payments directly to his/her Group. Subject to its terms and conditions, and timely payment, this Certificate shall be continued for such members for a maximum of eighteen (18) months from the date of termination of employment or thirty-six (36) months from the date of death, divorce, or loss of Dependent status, or until the continuation of coverage is no longer available through the Group.
- 2) Upon election to continue coverage for eighteen (18) months or thirty-six (36) months, payment shall be made by the member to the Remitting Agent who shall pay the Plan in advance at the rate and in accordance with the frequency schedule established by the Plan, unless otherwise agreed to by the Plan in writing. If the Premium is not received within thirty-one (31) days of the due date, this Certificate may terminate without notice. If this Certificate is terminated, the Plan reserves the right to recover from the Group the cost of services rendered during the period following the due date.
- 3) A Member who elects to receive continuing coverage for a maximum of eighteen (18) months or thirty-six (36) months, as applicable, may convert to an individual contract at the end of the eighteen (18) month or thirty-six (36) month period.

### 12.02 CONVERSION OPTION

- 1) A Member who loses eligibility for coverage under this Certificate as a Group Member, for other than his/her violation of this Certificate, is entitled to convert this Certificate to an individual contract by making Application within thirty (30) days of receiving notification of the event which made the Member ineligible for Group coverage. Evidence of good health will not be required by the Plan in order exercise this conversion option.
- 2) Individual coverage will be of the type currently being offered by Total Health Care USA, and may not be identical to the health care benefits provided by this Group Certificate.
- 3) If a Member fails to make timely payment to the Plan, the Member's coverage under the individual contract will be subject to termination in accordance with the terms of the contract.



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