



# JUDICIARY HSA 2000

# SCHEDULE OF BENEFITS

Your Benefits: What TakeCare covers	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS
<b>Deductible Per Individual Member (Class 1)</b>	\$2,000	\$4,000**
<b>Deductible Per Family (Class 2, 3, &amp; 4)</b> If a member meets their \$3,000, the plan begins to pay for covered services for the individual	\$4,000	\$12,000**
<b>Coverage Maximums</b> Individual member annual maximum	Unlimited	
<b>Out of Pocket Maximums (includes deductible and copayment)</b>  Per Individual member per policy year Per Family per policy year	\$4,000 \$11,900	No Maximum
<b>Medical and Prescription Out of Pocket Maximums are combined</b>		
<b>Off-island services</b> (Any services in the Philippines, Asia, Hawaii, U.S. Mainland and any other foreign participating providers)	Prior authorization from your doctor and approval from the Plan is required prior to services rendered at off-island facilities. Covered benefits at Participating Philippines Providers are payable 100% after deductible is met.	

Deductible and Co-Pay do not apply to these Benefits when you go to a Participating Provider	PARTICIPATING PROVIDERS Deductible does not apply	NON-PARTICIPATING PROVIDERS After deductible is met
<b>Preventative Services (Out Patient Only)</b> In accordance with the guidelines established by the U.S. Preventive Services Task Force (USPSTF) Grades A and B recommendations. <ul style="list-style-type: none"> <li>Includes Annual Exams and Lab Services (Guam and Philippines only)</li> </ul>	Plan Pays 100%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Outpatient Laboratory</b> (Preventive & Diagnostic)	Plan Pays 100%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Immunizations/Vaccinations</b> In accordance with the guidelines established by the CDC Advisory Committee on Immunization Practices	Plan Pays 100%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Pre-Natal Care</b> Including Routine Labs and First Ultrasound	Plan Pays 100%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Well-Child Care</b> In accordance with the Bright Futures/American Academy of Pediatrics recommendations for Preventive Pediatric Health Care <ul style="list-style-type: none"> <li>Annual Physical Examination for ages 0 to 18 years old</li> <li>Eye Exams through age 18 to determine the need for vision correction</li> <li>Hearing exams through age 18 to determine the need for hearing correction</li> <li>Examinations for amblyopia and strabismus (limited to one screening examination for ages 3 to 5)</li> </ul>	Plan Pays 100%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Well-Woman Care</b> In accordance with the guidelines supported by the Health Resource and Service Administration (HRSA) and the Women's Health and Cancer Act <ul style="list-style-type: none"> <li>Contraceptive including Sterilization and Tubal Ligation if prescribed.</li> <li>Includes coverage for Breast Pumps</li> </ul>	Plan Pays 100%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Annual Eye Exam (once per member per plan year)</b>	\$15 Member Co-payment at FHP Clinic; \$20 Member Co-payment outside FHP;	Plan Pays 70% of Eligible Charges, Member pays 30%*

\*Plan pays 70% of eligible charges, Member pays 30% coinsurance of eligible charges plus any difference between eligible charges and billed charges. Eligible charges for Non-Participating Providers are limited to the lesser of actual charges or Medicare's participating provider fee schedule in the geographic location where the service was rendered unless otherwise provided in the Agreement. The Covered Person pays any excess above Eligible charges except for an Out-Of-Service Area emergency. (Contract § 3.2.3; Certificate §2.1.27)

\*\*A separate deductible applies for services rendered by Non-Participating Providers.

\*\*\* The Covered Person shall be responsible for charges by a Non-Participating Provider in excess of Eligible Charges, except for an Out-Of-Service Area emergency. A Covered Person using a Non-Participating Provider for a PPACA Emergency shall not be liable for any charges for covered services in excess of Co-Payments and Co-Insurance that would have been charged if Participating Providers had been used. (Contract § 2.1.26.2; Certificate §1.9.4)



Deductible must be met for the following services	PARTICIPATING PROVIDERS After deductible is met	NON-PARTICIPATING PROVIDERS After deductible is met
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<b>Outpatient Physician Care &amp; Services</b>		
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1. Primary Care Visits	\$5 Member Co-Payment at FHP Clinic, \$10 Member Co-Payment at Preferred Provider, \$20 Member Co-Payment at Non-Preferred Provider	Plan Pays 70% of Eligible Charges, Member pays 30%*
2. Specialist Care Visits	\$40 Member Co-Payment	Plan Pays 70% of Eligible Charges, Member pays 30%*
3. Voluntary Second Surgical Opinion	\$40 Member Co-Payment	Plan Pays 70% of Eligible Charges, Member pays 30%*
4. Urgent Care Visits	\$50 Member Co-Payment	Plan Pays 70% of Eligible Charges, Member pays 30%*
5. Mental Health Care and Substance Abuse Visits	\$5 Member Co-Payment at FHP Clinic, \$10 Member Co-Payment at Preferred Provider, \$20 Member Co-Payment at Non-Preferred Provider	Plan Pays 70% of Eligible Charges, Member pays 30%*
6. Home Health Care Visit (Prior Authorization Required)	Plan Pays 100%	Plan Pays 70% of Eligible Charges, Member pays 30%*
7. Hospice Care in Guam only, maximum \$100 per day (Prior Authorization Required)	Plan Pays 100%	Plan Pays 70% of Eligible Charges, Member pays 30%*
8. Routine Diagnostic Tests (X-ray, ultrasound, ECG, EEG, EMG & non-routine mammogram)	\$15 Member Co-Payment at FHP Clinic \$20 Member Co-Payment outside FHP	Plan Pays 70% of Eligible Charges, Member pays 30%*
9. Injections (Does not include those on the Specialty Drugs Lists)	\$5 Member Co-Payment at FHP Clinic, \$10 Member Co-Payment at Preferred Provider, \$20 Member Co-Payment at Non-Preferred Provider	Plan Pays 70% of Eligible Charges, Member pays 30%*

<b>Prescription Drugs</b>		
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1. Formulary generic drugs per prescription unit	5% Member Coinsurance at Preferred Pharmacies; 10% Member Coinsurance at Non-Preferred Pharmacies (30 day supply)  \$0 Member Co-Payment (90 day mail order)	Member pays 30% of Average Wholesale Price (AWP) plus any difference between any eligible and billed charges
2. Formulary brand name drugs per prescription unit	10% Member Coinsurance at Preferred Pharmacies; 20% Member Coinsurance at Non-Preferred Pharmacies (30 day supply)  \$0 Member Co-Payment (90 day mail order)	Member pays 30% of Average Wholesale Price (AWP) plus any difference between any eligible and billed charges

\*Plan pays 70% of eligible charges, Member pays 30% coinsurance of eligible charges plus any difference between eligible charges and billed charges. Eligible charges for Non-Participating Providers are limited to the lesser of actual charges or Medicare's participating provider fee schedule in the geographic location where the service was rendered unless otherwise provided in the Agreement. The Covered Person pays any excess above Eligible charges except for an Out-Of-Service Area emergency. (Contract § 3.2.3; Certificate §2.1.27)

\*\*A separate deductible applies for services rendered by Non-Participating Providers.

\*\*\* The Covered Person shall be responsible for charges by a Non-Participating Provider in excess of Eligible Charges, except for an Out-Of-Service Area emergency. A Covered Person using a Non-Participating Provider for a PPACA Emergency shall not be liable for any charges for covered services in excess of Co-Payments and Co-Insurance that would have been charged if Participating Providers had been used. (Contract § 2.1.26.2; Certificate §1.9.4)



Deductible must be met for the following services	PARTICIPATING PROVIDERS After deductible is met	NON-PARTICIPATING PROVIDERS After deductible is met
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<b>Prescription Drugs</b>		
3. Non-Formulary ( <b>Medically Necessary Only and Prior Authorization Required</b> )	Plan Pays 70% Member pays 30% <small>(30 day supply and 90 day mail order)</small>	Member pays 30% of Average Wholesale Price (AWP) plus any difference between any eligible and billed charges
4. Specialty Drugs ( <b>Medically Necessary Only and Prior Authorization Required</b> )	Plan Pays 70% Member pays 30% <small>(30 day supply)</small>  Not Covered <small>(90 day mail order)</small>	Member pays 30% of Average Wholesale Price (AWP) plus any difference between any eligible and billed charges
<b>Emergency Care</b> (For on and off island emergencies, Plan must be contacted and advised within 48 hours) 1. On/Off Island emergency facility, physician services, laboratory, x-rays  The co-payment is waived if you are admitted to the hospital from emergency room.	\$75 Member Co-Payment	\$75 Member Co-payment plus any difference in Eligible charges and billed charges***
<b>Ambulance Services</b> (Ground Transportation only)	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Acupuncture</b>	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Airfare Benefit to Preferred Providers only</b> For members who meet qualifying conditions, TakeCare provides emergency hospital to hospital transportation coverage (Prior Authorization Required)	Plan Pays 100%	Not Covered
<b>Allergy Testing/Treatment</b> \$500 maximum benefit per member per plan year	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Ambulatory Surgi-center Care (Prior Authorization Required)</b> Includes medically necessary anesthesia	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Autism Spectrum Disorder</b> Referral from Primary Care Physician and Prior Authorization from Plan is required  Coverage is limited to the following maximums per member per plan year: • \$25,000 per plan year for ages 16-21 years old • \$75,000 per plan year for ages 0-15 years old  Services are subject to Plans benefit coverage guidelines and medical necessity	\$50 Member Co-Payment	Not Covered
<b>Blood &amp; Blood Derivatives</b>	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Breast Reconstructive Surgery (In accordance with 1998 W.H.C.R.A)</b> Includes medically necessary anesthesia	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Cardiac Surgery</b> Includes medically necessary anesthesia	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Cardiac Rehabilitation (inpatient)</b> Up to 30 days following bypass surgery or myocardial infarction	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Cataract Surgery</b> Outpatient only. Includes lens implant and medically necessary anesthesia	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*

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Deductible must be met for the following services	PARTICIPATING PROVIDERS After deductible is met	NON-PARTICIPATING PROVIDERS After deductible is met
<b>Chemotherapy Benefit</b>	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Chiropractic Care</b>	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Clinical Trials</b> Includes phases I-IV outpatient or inpatient clinic trials that are conducted in relation to treatment of cancer or other life-threatening diseases or conditions as approved by the National Institute of Health or the National Cancer Institute	\$40 Member Co-Payment	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Complex Diagnostic Testing</b> MRI, CT Scan and other diagnostic procedures <b>(Prior Authorization Required)</b>	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Durable Medical Equipment (DME)</b> The lesser amount between Purchase or Rental of crutches, walkers, wheelchairs, hospital beds, suction machines, CPAP machines, BPAP machines, insulin pumps, blood glucose monitors, oxygen and accessories when prescribed by a Physician <b>(Prior Authorization Required)</b>	Plan pays 80%, Member pays 20% of the total rental cost or purchase	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Elective Surgery (Prior Authorization Required)</b> Includes medically necessary anesthesia	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>End Stage Renal Disease / Hemodialysis</b>	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Foot Care (subject to benefit limitations)</b> Foot Care and Podiatry services	At Primary Care: \$5 Member Co-Payment at FHP Clinic, \$10 Member Co-Payment at Preferred Provider, \$20 Member Co-Payment at Non-Preferred Provider  At Specialist Care: \$40 Member Co-Payment	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Growth Hormone Therapy</b>	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Hearing Aids</b> Maximum \$1,000 benefit per member per 24 months. Limited to 1 device every 3 years.	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Hearing Services</b>	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Hospitalization &amp; Inpatient Benefits</b> 1. Room & Board for a semi-private room, intensive care, coronary care and surgery 2. All other inpatient hospital services including laboratory, x-ray, operating room, anesthesia and medication 3. Physician's hospital services 4. Mental Health and Substance Abuse Admission	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Hyperbaric Oxygen Therapy &amp; Wound Care</b> Medically necessary <b>(Prior Authorization Required)</b>	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
<b>Implants, Orthotics &amp; Prosthetic Devices</b> Cardiac pacemakers, intraocular lenses, artificial eyes, heart valves, orthopedic internal prosthetic devices, stents, stump hose, cochlear implants, corrective orthopedic appliances and braces <b>(Limitations apply, please refer to contract)</b>	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*

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Deductible must be met for the following services	PARTICIPATING PROVIDERS After deductible is met	NON-PARTICIPATING PROVIDERS After deductible is met
Inhalation Therapy	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
Infertility Services Diagnosis of Infertility	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
Maternity Care Labor and Delivery	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
Nuclear Medicine (Prior Authorization Required)	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
Occupational Therapy (Prior Authorization Required)	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
Oral and Maxillofacial Surgery Oral surgical procedures, limited to: - Reduction of fractures of the jaws or facial bones - Surgical correction of cleft lip, cleft palate or severe functional malocclusion - Removal of stones from salivary ducts - Excision of leukoplakia or malignancies - Excision of cysts and incision of abscesses when done as independent procedures - Other surgical procedures that do not involve teeth or their supporting structures	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
Physical Therapy (Prior Authorization Required)	Plan pays 80% for the first 20 visits and 50% thereafter	Plan Pays 70% of Eligible Charges, Member pays 30%*
Radiation Therapy (Prior Authorization Required)	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
Reconstructive Surgery - Surgery to correct a functional defect - Surgery to correct a condition that existed at or from birth and is a significant deviation from the common form or norm. Examples of congenital anomalies are protruding ear deformities; cleft lip; cleft palate; birth marks; and webbed fingers and toes	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
Skilled Nursing Facility Maximum 60 days per member per plan year (Prior Authorization Required)	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
Speech Therapy (Prior Authorization Required)	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
Sterilization Procedures (Prior Authorization Required) 1. Vasectomy (Outpatient Only) 2. Tubal Ligation (Traditional and with Fulguration)	Plan pays 100%	Plan Pays 70% of Eligible Charges, Member pays 30%*
Diagnostic Sleep Study (Prior Authorization Required)	Plan Pays 80% Member Pays 20%	Plan Pays 70% of Eligible Charges, Member pays 30%*
Travel Benefit - Prior authorization (written approval) and coordination is required from Plan prior to departure from Guam. - Applicable only to approved referrals by TakeCare's Medical Management Department. - Airfare and/or lodging expenses coverage for eligible members for any approved specialty care visits, consultations, treatments and hospitalization services to Participating Philippine providers. - Executive check up, preventive services and/or primary care services do not qualify for this benefit. - Conditions and limitations apply as specified in the Member Handbook	Member pays all costs above \$500 per occurrence	Not Covered

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Additional Benefits: What TakeCare covers	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS
<b>Wellness &amp; Fitness Benefit</b>		
<ul style="list-style-type: none"> <li>1. Wellness Benefits at TakeCare Wellness Center</li> </ul>	Plan Pays 100%	Not Covered
<ul style="list-style-type: none"> <li>2. TakeCare's Wellness and Disease Management Programs and Incentives</li> </ul>	Plan Pays 100%	
<b>Vision Benefit</b> Coverage for pair of contact lenses or eyeglasses lens/frames – maximum of \$200 per member per 12 months. Subject to deductible.	Plan pays 100% up to \$200 per member per 12 months	Plan pays 100% up to \$200 per member per 12 months through reimbursement, which needs to be submitted to Plan within 90 days from date of service





## MEDICAL EXCLUSIONS

The following services are not covered by TakeCare:

1. No benefits will be paid for Injury or Illness when: (a) the Covered Person is entitled to receive disability benefits or compensation (or forfeits his or her right thereto) under Worker's Compensation or Employer's Liability Law for such Injury or Illness; or (b) Services for an Injury or Illness are rendered to the Covered Person by any federal, state, territorial, municipal or other governmental instrumentality or agency without charge, or (c) when such Services would have been rendered without charge but for the fact that the person is a Covered Person under the Plan.
2. No benefits will be paid if any material statement made in an application for coverage, enrollment of any Dependent or in any claim for benefits is false. Upon identifying any such false statement, Company shall give the Covered Person at least 30 days' notice that his or her benefits have been suspended and that his or her coverage is to be terminated. If the false statement is fraudulent or is an intentional misrepresentation of a material fact, such termination shall be retroactive to the date coverage was provided or continued based on such fraudulent statement or intentional misrepresentation of material fact. If the false statement was not a fraudulent statement or intentional misrepresentation of material fact, termination of coverage shall be effective no earlier than the date of the suspension. The Covered Person may dispute any termination of coverage by filing a claim under the grievance procedure provided for in this Certificate at §5.31. If a grievance is filed, the resolution of the matter shall be in accordance with the outcome of the grievance proceedings. If no grievance is filed for any retroactive termination and the Company paid benefits prior to learning of any such false statement, the Subscriber must reimburse the Company for such payment. Terminations of coverage shall be handled in accordance with the applicable claims procedure requirements of Section 2719 of the PHSA, as added by PPACA. Retroactive terminations of coverage shall not violate the applicable prohibitions on rescissions of Section 2712 of the PHSA, as added by PPACA, and recessions shall be handled in compliance with PPACA's applicable claim denial requirements.
3. No benefits will be paid for confinement in a Hospital or in a Skilled Nursing Facility if such confinement is primarily for custodial or domiciliary care. (Custodial or domiciliary care includes that care which consists of training in personal hygiene, routine nursing services and other forms of self- care. Custodial or domiciliary care also includes supervisory services by a Physician or Nurse for a person who is not under specific medical or surgical treatment to reduce his or her disability and to enable that person to live outside an institution providing such care.) Company and not Covered Person shall be liable if the Company approves the confinement, regardless of who orders the service.
4. No benefits will be paid for nursing and home health aide services provided outside of the home (such as in conjunction with school, vacation, work or recreational activities).
5. No benefits will be paid for private duty nursing. This provision does not apply to Home Health Care.
6. No benefits will be paid for special medical reports, including those not directly related to treatment of the Covered Person. (e.g., employment or insurance physicals, and reports prepared in connection with litigation.)
7. No benefits will be paid for services required by third parties, including but not limited to, physical examinations, diagnostic services and immunizations in connection with obtaining or continuing employment, obtaining or maintaining any license issued by a municipality, state, or federal government, securing insurance coverage, travel, school admissions or attendance, including examinations required to participate in athletics, except when such examinations are considered to be part of an appropriate schedule of wellness services.
8. No benefits will be paid for court ordered services, or those required by court order as a condition of parole or probation.
9. No benefits will be paid for Services and supplies provided to a Covered Person for Injuries incurred while the person was committing a criminal act.
10. Unless otherwise specifically provided in this Certificate, no benefit will be paid for, or in connection with, airfare, and the Company will not pay for the transportation from Guam to any off-island facility, nor for any other non-medical expenses such as taxes, taxis, hotel rooms, etc. In no event will the Company pay for air ambulance or for the transportation of the remains of any deceased person.
11. No benefits will be paid for living expenses for Covered Persons who require, or who of their own accord seek, treatment in locations removed from their home.

## MEDICAL EXCLUSIONS

12. No benefits will be paid for Services and supplies provided to a dependent of a non-Spouse Dependent. Dependents of non-Spouse Dependents are not eligible for coverage. For example, when a Dependent, other than a Spouse of the Subscriber, has a child, that child is a dependent of a non-Spouse Dependent and is not eligible to become covered under the Plan, unless such child otherwise becomes eligible for enrollment.
13. No benefits will be paid for home uterine activity monitoring.
14. No benefits will be paid for services performed by an immediate family member for which, in the absence of any health benefits coverage, no charge would be made. Immediate family member is defined as parents, spouses, siblings, or children of the Covered Person.
15. If a member is covered under a Worker's Compensation law or similar law, and submits proof that the member is not covered for a particular disease or injury under such law, that disease or injury will be considered "non-occupational" regardless of cause. The covered benefits under this Certificate for members eligible for Worker's Compensation are not designed to duplicate any benefit to which they are entitled under Worker's Compensation Law. All sums payable for Worker's Compensation services provided under this Certificate shall be payable to, and retained by Company. A Covered Person shall complete and submit to Company such consents, releases, assignments and other documents reasonably requested by Company in order to obtain or assure reimbursement under the Worker's Compensation Law.
16. Except for clinical trials and a Covered Person exercising his or her "Right to Try" as set forth in Public Law 115-176 (May 30, 2018), no benefits will be paid for:
  - a. Drugs or substances not approved by the Food and Drug Administration (FDA), or
  - b. Drugs or substances not approved by the FDA for treatment of the Illness or Injury being treated unless empirical clinical studies have proven the benefits of such drug or substance in treating the Illness or Injury, or
  - c. Drugs or substances labeled "Caution: limited by federal law to investigational use."
  - d. Any drug or substance which does not, by federal or state law, require a prescription order (i.e., an over-the-counter (OTC) drug).
17. Except for a Covered Person exercising his or her "Right to Try" as set forth in Public Law 115-176 (May 30, 2018), no benefits will be paid for experimental or investigational procedures, or ineffective surgical, medical, psychiatric, or dental treatments or procedures, research studies, or other experimental or investigational health care procedures or pharmacological regimes as determined by Company, unless prior authorization is obtained from the Company.

Experimental and investigational treatments and procedures are those medical treatments and procedures that have not successfully completed a Phase III trial, have not been approved by the FDA and are not generally recognized as the accepted standard treatment for the disease or condition from which the patient suffers.
18. No benefits will be paid for services or supplies related to genetic testing, with the exception of BRAC1 Testing.
19. No benefits will be paid for services or supplies related to paternity testing.
20. No benefits will be paid for any item or substance that is available without a Physician's prescription even if prescribed by a Physician, except as otherwise provided herein and except for medication and supplies provided as part of Medically Necessary inpatient care.
21. No benefits will be paid in relation to the Robotic Suite or for Robotic Surgery.
22. No benefits will be paid for Services and supplies provided to perform surgery or to evaluate the need for surgery related to or arising from gender dysphoria or disorder, gender reassignment, or gender confirmation. Evaluations and subsequent medications and Services related to or arising from gender transition treatment are also excluded from coverage, as are complications or medical sequelae of such surgery or treatment.
23. No benefits will be paid for injuries incurred by the operator of a motorized vehicle while such operator is under the influence of intoxicating alcoholic beverage, or controlled drugs or substances. If a blood alcohol level or the DRAEGER



## MEDICAL EXCLUSIONS

ALCO TEST is available and shows levels that are equal to or exceed 0.08 grams percent (gms%) or that exceed the amount allowed by Guam law as constituting legal intoxication, no benefits will be paid.

24. No benefits will be paid for any medical Service or supply which is available to the Covered Person on Guam and which is paid by or reimbursable through a governmental agency or institution. However, notwithstanding the aforesaid, in no event will the Company consider the availability of benefits under Medicaid or Medically Indigent Program when paying benefits under this Certificate.
25. No benefits will be paid for audiograms, regardless of the reason for such tests.
26. Except under the optional Dental Plan, no benefits will be paid for dental services including but not limited to, services related to the care, filling, removal or replacement of teeth and treatment of injuries to or diseases of the teeth, dental services related to the gums, orthodontics, dental splint and other dental appliances, root canal treatment, soft tissue impactions, alveolectomy, augmentation, and vestibuloplasty, treatment of periodontal disease, false teeth, prosthetic restoration of dental implants, maxillary and mandible implants (Osseo integration) and all related services, removal of impacted teeth, bite plates, orthognathic surgery to correct a bite defect. This exclusion does not apply to:
  - a. Removal of bony impacted teeth, bone fractures, removal of tumors, and biopsy or excision of oral cysts.
  - b. Emergency Services stabilize an acute Injury to sound natural teeth, the jawbone or surrounding structures, if provided within 48 hours of the Injury or as required by PPACA to stabilize and treat a PPACA Emergency.
  - c. Surgical treatment of Temporomandibular Joint (TMJ) disorder.
  - d. Dental anesthesia when Medically Necessary.
27. To the extent permitted by PPACA and except as provided in the §4.51, no benefits will be paid for Services and supplies provided for the purpose of organ transplantation. Unless PPACA requires otherwise, all organ transplants are excluded from coverage, including but not limited to: heart, lung, liver, kidney, pancreas, bone marrow and cornea. Autologous bone marrow transplant (where the donor is also the recipient) is also excluded. Services and supplies directly related to the transplant, such as tissue typing and other pre-operative procedures are excluded as are Services and supplies provided post-operatively which are a consequence of the transplant surgery or the presence of the transplanted organ. This exclusion for post-operative supplies, to include anti-rejection or immunosuppressant medications, and Services continues for the life of the patient. Benefits directly related to the transplant will cease as of the time when it is determine that a transplant will be performed.
28. No benefits will be paid for Services and supplies provided in the course of organ donation whether for a Covered Person who is donating an organ or for someone who is donating an organ for transplantation into a Covered Person.
29. No benefits will be paid in connection with elective abortions unless Medically Necessary.
30. Except as provided in this Certificate, no benefits will be paid for vision care services and supplies, including orthoptics (a technique of eye exercises designed to correct the visual axes of eyes not properly coordinated for binocular vision), Lasik, keratoplasty, and radial keratotomy, including related procedures designed to surgically correct refractive errors.
31. Except as provided in this Certificate, no benefits will be paid for eyeglasses or contact lenses or for Services and supplies in connection with surgery for the purpose of diagnosing or correcting errors in refraction.
32. No benefits will be paid in connection with any injuries sustained while the Covered Person is operating any wheeled vehicle during an organized, off-road, competitive sporting event.
33. No benefits will be paid for personal comfort or convenience items, including those services and supplies not directly related to medical care, such as guest meals and accommodations, barber services, telephone charges, radio and television rentals, homemaker services, travel expenses, take-home supplies.
34. No benefits will be paid in connection with dialysis treatments which would not have been charged in the absence of the Plan.
35. No benefits will be paid for hypnotherapy.

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36. No benefits will be paid for religious, marital and sex counseling, including services and treatment related to religious counseling, marital/relationship counseling, and sex therapy.
37. No benefits will be paid for cosmetic surgery, defined as any surgical procedure directed at improving appearance; or for treatment or Services relating to the consequences of, or as a result of, cosmetic surgery, or except when required for as soon medically feasible repair of accidental injury or for the improvement of the functioning of a malformed body member. This exclusion does not apply to:
  - a. Breast Reconstruction. In accordance with the Women's Health and Cancer Rights Act, reconstruction of the breast on which a mastectomy was performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, and prostheses and physical complications of all states of mastectomy, including lymphedemas, are covered. Such re-constructive procedures are not limited to reconstructive procedures necessitated by mastectomies performed while covered under this Plan.
  - b. Surgery required for the prompt (i.e., as soon as medically feasible) repair of accidental Injury;
  - c. Surgery as a continuation of a staged reconstruction procedure, including but not limited to post-mastectomy reconstruction;
  - d. Surgery for the improvement of the functioning of a malformed body member, including but not limited to correcting congenital defects necessary to restore normal bodily functions (e.g., cleft lip and cleft palate).
38. No benefits will be paid for routine foot/hand care, including routine reduction of nails, calluses and corns.
39. Except as otherwise provided in this agreement, no benefit will be paid for specific non-standard allergy services and supplies, including but not limited to, skin titration (wrinkle method), cytotoxicity testing (Bryan's Test), treatment of non-specific candida sensitivity, and urine auto injections.
40. No benefits will be paid for Services and supplies associated with growth hormone treatment unless the Covered Person is proven to have growth hormone deficiency using accepted stimulated growth hormone analyses and also shows an accelerated growth response to growth hormone treatment. Under no circumstances will growth hormone treatment be covered to treat short stature in the absence of proven growth hormone deficiency.
41. No benefits will be paid for Services and supplies provided for liposuction.
42. No benefits will be paid for weight reduction programs, or dietary supplements, except as pre-authorized by Company for the Medically Necessary treatment of morbid obesity.
43. No benefits will be paid for any drug, food substitute or supplement or any other product, which is primarily for weight reduction even if it is prescribed by a Physician.
44. If for aesthetic purposes, no benefits will be paid in connection with gastric bypass, stapling or reversal.
45. No benefits will be paid for surgical operations, procedures or treatment of obesity, except when Company has provided prior authorization.
46. No benefits will be paid for the treatment of male or female infertility, including but not limited to:
  - a. The purchase of donor sperm and any charges for the storage of sperm;
  - b. The purchase of donor eggs and any charge associated with care of the donor required for donor egg retrievals or transfers or gestational carriers;

## MEDICAL EXCLUSIONS

- c. Charges associated with cryopreservation or storage of cryopreserved embryos (e.g. office, hospital, ultrasounds, laboratory tests, etc.);
  - d. Home ovulation prediction kits;
  - e. Injectable Infertility medications, including but not limited to, menotropins, hCG, GnRH agonists, IVIG;
  - f. Artificial Insemination, including in vitro fertilization (IVF), gamete intrafallopian tube transfer (GIFT), zygote intrafallopian tube transfer (ZIFT), and intracytoplasmic sperm injection (ICSI), and any advanced reproductive technology ("ART") procedures or services related to such procedures;
  - g. Any charges associated with care required for ART (e.g., office, hospital, ultrasounds, laboratory tests, etc.);
  - h. Donor egg retrieval or fees associated with donor egg programs, including but not limited to fees for laboratory tests;
  - i. Any charge associated with a frozen embryo transfer including but not limited to thawing charges;
  - j. Reversal of sterilization surgery; and
  - k. Any charges associated with obtaining sperm for ART procedures.
47. No benefits will be paid for household equipment, including but not limited to, the purchase or rental of exercise cycles, water purifiers, hypo-allergenic pillows, mattresses or waterbed, whirlpool or swimming pools, exercise and massage equipment, central or unit air conditioners, air purifiers, humidifiers, dehumidifiers, escalators, elevators, ramps, stair glides, emergency alert equipment, handrails, heat appliances, improvements made to a Covered Person's house or place of business, and adjustments to vehicles.
48. No benefits will be paid for outpatient supplies (except diabetic supplies), including but not limited to, outpatient medical consumable or disposable supplies such as syringes, incontinence pads, and elastic stockings.
49. No benefits will be paid for Services and supplies provided for penile implants of any type.
50. No benefits will be paid in connection with any implants or organ transplants. This exception shall not apply to orthopedic, cardiac, and ear and eye surgeries including but not limited to: Single and dual pacemakers; intraocular lens implants; artificial eyes; heart valves, orthopedic internal prosthetic devices; cardiac stents; stump hose; cochlear implants; corrective orthopedic appliances; and braces.
51. No benefits will be paid for Services and supplies to correct sexual dysfunction.
52. Except as specifically provided, if a benefit is excluded, all Hospital, surgical, medical treatments, prescription drugs, laboratory services, and x-rays in relation to the excluded benefits are also excluded as of the time it is determined that the benefit is excluded.
53. Except as specifically provided in this Certificate, no benefits will be provided for Services and supplies not ordered by a Physician or not Medically Necessary.
54. Except as specifically provided in this Certificate, no benefits will be provided for:
- a. Orthopedic footwear: Orthopedic footwear unless attached to an artificial foot or unless attached as a permanent part of a leg brace.
  - b. Motorized limbs: Motorized artificial limbs.
55. No benefits will be paid for Temporomandibular Joint (TMJ) disorder treatment, including treatment performed by prosthesis placed directly on the teeth, except as provided for in § 4.26 of this Certificate.
56. No benefits will be paid for Services for which the Covered Person is not legally obligated to pay.

## MEDICAL EXCLUSIONS

57. No benefits will be paid for recreational or educational therapy.
58. No benefit will be paid for ambulance services when used for routine and convenience transportation to receive outpatient or inpatient services, unless deemed Medically Necessary with prior authorization obtained from Company.
59. Elective or voluntary enhancement procedures, surgeries, services, supplies and medications including, but not limited to, hair growth, hair removal, hair analysis, sexual performance, athletic performance, anti-aging, and mental performance, even if prescribed by a Physician.
60. No benefits will be paid for hospital take-home drugs.
61. No benefits will be paid for fees for any missed appointments or voluntary transfer of records as requested by the Covered Person.
62. No benefits will be paid for educational services and treatment of behavioral disorders, together with services for remedial education including evaluation or treatment of learning disabilities, minimal brain dysfunction, developmental and learning disorders including developmental and learning disorders associated with mental retardation, behavioral training, and cognitive rehabilitation. This includes services, treatment or educational testing and training related to behavioral (conduct) problems, learning disabilities, or developmental delays. Special education, including lessons in sign language to instruct a Covered Person, whose ability to speak has been lost or impaired, to function without that ability, are not covered.
63. No benefits will be paid for Intelligence, IQ, aptitude ability, learning disorders, or interest testing not necessary to determine the appropriate treatment of a psychiatric condition.
64. No benefits will be paid for psychoanalysis or psychotherapy credited toward earning a degree or furtherance of education or training regardless of diagnosis or symptoms or whether providing or receiving the Service.
65. No benefits will be paid for non-Medically Necessary services, including but not limited to, those Services and supplies:
  - a. Which are not Medically Necessary, as determined by Company, for the diagnosis and treatment of Illness, Injury, restoration of physiological functions, or covered preventive services;
  - b. That do not require the technical skills of a medical, mental health or a dental professional;
  - c. Furnished mainly for the personal comfort or convenience of the Member, or any person who cares for the Member, or any person who is part of the Member's family, or any Provider;
  - d. Furnished solely because the Member is an inpatient on any day in which the Member's disease or Injury could safely and adequately be diagnosed or treated while not confined;
  - e. Furnished solely because of the setting if the service or supply could safely and adequately be furnished in a Physician's or a Dentist's office or other less costly setting.
66. §4.67 As required by HIPAA, no source-of-injury exclusion will apply if: a) the Injury resulted from an act of domestic violence, or b) the Injury resulted from a medical condition (including both physical and mental health conditions). There is no source-of-injury exclusion for intentionally self-induced or intentionally self-inflicted injuries resulting from a medical condition (including physical and mental health conditions).