

Traditional Plan

Certificate of Group Health Benefits





Dear Patriot Traditional Plan Member:

Thank you for selecting Patriot Healthcare's Traditional Plan for your health insurance coverage. As a Traditional Plan member, you and your doctor will be given the tools and information needed to make important healthcare decisions, and to get the best possible value from your health plan coverage. Please take a few minutes to call Patriot before your next healthcare visit so that we can help you understand how your choices will affect your healthcare benefits.

This certificate along with your Benefits Summary, describes in detail the terms and conditions of your coverage. If you have any questions, please call Patriot Member Support.

How to Contact Patriot Member Support:

By telephone:
1.800.597.7728

By email:
membersupport@patriothealthcare.com

By mail or in person at:
Patriot Health Insurance Company, Inc.
33 South Commercial Street
Manchester, NH 03101

Your benefits are underwritten by Patriot Health Insurance Company, Inc., d/b/a Patriot Healthcare, a stock corporation licensed in the State of New Hampshire by the New Hampshire Insurance Commissioner.

Welcome to Patriot Healthcare.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas J. Vailas".

Nicholas J. Vailas
Chairman and CEO

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1. YOUR SHARE OF HEALTHCARE COSTS

Welcome To Patriot Healthcare

This Certificate, and your Benefits Summary, describe the terms and conditions of your health insurance. If you can't find the information you need, our Member Support representatives are available to answer your questions. Please call the number at the bottom of this page any time you have any questions or concerns about your coverage.

Remember: You are entitled to prompt and courteous service from Patriot at all times. Member Support is available to answer your questions about your coverage, help you choose a network provider, and provide other information and services you need to get the most out of your Patriot coverage.

Your Out-of-pocket Costs

Deductibles. Each calendar year, you will be responsible for paying for your health services, up to the deductible amount stated on your Member Card. Before you receive healthcare services, it is important for you to know whether you have met your deductible. If you have not met your deductible, your provider will request payment at the time service is provided.

If your health plan covers only one person, you pay the Single Deductible amount toward your Covered Services. Once you have paid the Single Deductible, Patriot will pay for Covered Services received during the remainder of the calendar year, subject to the conditions and limitations set out in this Certificate.

If your health plan covers more than one person, you pay the Family Deductible amount toward your family's Covered Services. Once the amount paid for Covered Services for any one or more covered Members of your family reaches the Family Deductible amount, then Patriot

will pay for Covered Services for all Members in your family during the remainder of the calendar year, subject to the conditions and limitations set out in this Certificate.

Costs that apply toward your deductible include amounts you pay for Covered Services subject to any limitations or conditions with respect to such services which are set out in this Certificate, amounts you pay for Coinsurance for Covered Services and Copayments for prescription drugs Emergency Room visits.

Coinsurance. Coinsurance is the percentage of the cost of a service you must pay. Before you receive healthcare services, it is important for you to know whether you will be responsible for a percentage of the cost. If you are, your provider will request payment at the time service is provided.

Depending on which provider you choose, coinsurance may apply to the following health services:

- Hospital inpatient services
- Hospital-based outpatient services
- Ambulatory surgery
- Magnetic resonance imaging (MRI)
- Computed tomography imaging (CT)
- Outpatient rehabilitation and physical therapy
- Durable medical equipment

If you receive any of the above services from a Patriot100 Provider, Patriot will pay 100% of the cost after you meet your deductible. If you receive any of the above services at a facility that is in the Patriot80 Network, you will pay 20% of the cost after you meet your deductible, and Patriot will pay the remaining 80%.

If you receive services from an Out-of-Network Provider, Patriot will pay 50% of the Allowed Charge after you meet your deductible, and you will be responsible for the balance billed by the Provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Important note about coinsurance and Network Providers:

Coinsurance does not apply to services provided by a provider in the Patriot100 Network. This includes a comprehensive list of physicians and a group of select facilities. Please call Patriot Member Support to ask if your physician or provider is in the Patriot100 Network.

If you use a provider in the Patriot80 Network, your coinsurance will be 20 percent of the discounted price negotiated for Patriot Members.

If you use an Out-of-Network Provider, there is no negotiated discount. Patriot will pay 50% of the "Allowed Charge." The Allowed Charge is equal to the lower of (a) the amount billed by the Provider, (b) the Medicare fee schedule amount for the geographic area, or (c) the usual and customary amount paid for the service. You are responsible for paying the difference between the amount paid by Patriot and the amount billed by the Provider.

In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Copayments. A copayment is a fixed dollar amount you must pay toward the cost of a service. You will be responsible for paying the copayment at the time service is provided. Copayments apply to prescription drugs and emergency room visits after you meet your deductible.

See page 12 for further information about prescription drug copayments.

See page 8 for further information about emergency room copayments.

Services Requiring Prior Notice to Patriot. Prior to receiving any of the following services, you must call Patriot Member Support:

- Hospital inpatient admission
- Outpatient surgery
- Diagnostic imaging (MRI/CT/PET)
- Outpatient durable medical equipment
- Outpatient physical therapy
- Pain management
- Home care and hospice
- Injectable drugs
- Skilled nursing, inpatient rehabilitation, and subacute care

It is important for you to call, not your provider, so that Patriot can give you important information about your benefits.

Excluded and Non-covered Services. You are responsible for the cost of excluded or non-covered services. Please review this Certificate carefully for specific conditions and exclusions applicable to particular health services. Please contact Member Support at the phone number noted below if you have any questions about your coverage.

Out-of-pocket Maximum. The amount stated as your Out-of-Pocket Maximum in your Benefits Summary is the maximum amount that you will pay each calendar year toward the following:

- Your deductible;
- Coinsurance paid to providers in the Patriot80 Network; and
- Copayments for emergency room care.

Amounts you pay to Out-of-Network Providers, including Coinsurance and charges in excess of Patriot's Allowed Charge, do not apply toward your Out-of-Pocket Maximum.

If you have a family plan, any of the costs listed above incurred by any family member will count toward the family Out-of-Pocket maximum.

Once you or your family meet the Out-of-Pocket maximum, Patriot will pay 100% of the cost of services provided by a provider in the Patriot100 Network or the Patriot80 Network, subject to any benefit limitations or other conditions applicable to the service as described in this Certificate.

After you or your family meet the Out-of-Pocket maximum, you will continue to be responsible for coinsurance payable to Out-of-Network providers and for copayments for emergency room services and prescription drugs.

Out-of-Network Benefit Limit. The maximum Patriot will pay for all Out-of-Network services in one year is \$100,000

per member. This amount is your Out-of-Network Benefit Limit. All amounts paid by Patriot for Out-of-Network services are applied toward the benefit limit. Once a Member's Out-of-Network Benefit Limit is met, Patriot will not pay for further Out-of-Network Services to the Member for the remainder of the calendar year. Except for urgent care or emergency care, Patriot will not cover services you receive outside of the Service Area.

Annual Benefit Limit. The amount stated in your Benefits Summary as your Annual Benefit Limit is the total amount Patriot will pay toward your healthcare services in one calendar year. All payments made by Patriot, including services received in Network or Out-of-Network, count toward the Annual Benefit Limit.

Lifetime Benefit Limit. The amount stated in your Benefits Summary as your Lifetime Benefit Limit is the total amount Patriot will pay toward your healthcare services over your lifetime. All payments made by Patriot, including services received in Network or Out-of-Network, count toward the Lifetime Benefit Limit.

2. COVERAGE FOR PHYSICIAN SERVICES

Choosing a Primary Care Physician. Every Patriot member must choose a Primary Care Physician (PCP) who is in the Patriot100 Network. Your PCP is the physician who will provide routine health services and who will help you make important healthcare decisions. It is important that you tell your PCP whenever you need healthcare services, even if you go to a different doctor. You may change your PCP at any time by calling the Patriot Member Support number noted below.

Choosing a Physician. Before you go to any doctor, you should know whether he or she is in the Patriot100 Network. You will pay 50% coinsurance for visits to a doctor who is not in the Patriot100 Network.

Please check with Patriot's Member Support at the phone number noted below to see if your physician is in the Patriot100 Network.

Coverage for Physician Services. Once you meet your deductible, Patriot will pay 100% of the cost of medically necessary services from any physician in the Patriot100 Network.

If you go to a physician who is not in the Patriot100 Network, Patriot will pay 50% of the Allowed Charge and you will be responsible for the remainder of the bill. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Coverage for contraceptive services provided by a physician is provided under the same terms and conditions as for other physician services. Contraceptive services include consultations, examinations, and medical services, provided on an outpatient basis and related to the use of contraceptive methods to prevent pregnancy which has been approved by the U.S. Food and Drug Administration.

IMPORTANT: You must call Patriot Member Support at the number on the bottom of this page before you receive any of the following services:

- Hospital inpatient admission
- Outpatient surgery
- Diagnostic imaging (MRI/CT/PET)
- Outpatient durable medical equipment over \$500
- Outpatient physical therapy
- Pain management
- Home care and hospice
- Injectable drugs
- Skilled nursing, inpatient rehabilitation, and subacute care

Home Health Services. You must call Patriot Member Support before you receive home health services. Patriot will cover services provided in your home by a physician or home health agency subject to the following conditions:

- You and your physician have developed a treatment plan and reviewed it with a Patriot care manager prior to the commencement of services;
- The services are Medically Necessary Covered Services consistent with the treatment plan;
- You are medically unable to travel to an office or other site for treatment;
- Services are provided by or supervised by a registered nurse; and
- Services are part-time or intermittent.

If home health services are provided by a provider in the Patriot100 Network, Patriot will pay 100% of the cost after you meet your deductible.

If you use a provider that is not in the Patriot100 Network, Patriot will pay 50% of the Allowed Charge after you meet your deductible, and you will be responsible for the balance of the amount due to the provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Prenatal and Postpartum Homecare Services. Benefits are available for medically necessary prenatal homemaker services if (a) you are confined to bed rest or your activities of daily living are otherwise restricted, (b) such services are recommended in writing by your physician following consultation with a Patriot care manager of the proposed service.

Benefits are available for medically necessary postpartum homemaker services if recommended in writing by your physician following consultation with a Patriot care manager.

If prenatal or postpartum homemaker services are received from a Patriot100 Provider, Patriot will pay 100% of the cost of the service after you meet your deductible.

If prenatal or postpartum homemaker services are received from an Out-of-Network Provider, Patriot will pay 50% of the Allowed Charge and you will be responsible for the balance billed by the provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Hospice Services. You must call Patriot Member Support before you receive hospice services. Patriot will pay for services related to the management of a terminal illness by a licensed hospice provider. A terminal illness means life expectancy is six months or less, as certified by a physician.

Coverage for hospice services is subject to the following conditions:

- You and your physician have developed a treatment plan and reviewed it with a Patriot care manager prior to receiving services;
- The services are Medically Necessary Covered Services and are consistent with the treatment plan;
- A primary care giver must be available 24 hours a day. A primary care giver is a family member, friend or hired help who accepts responsibility for the patient's care. Coverage is not available for services provided by a primary care giver.

If your hospice provider is in the Patriot100 Network, Patriot will cover 100% of the above hospice services after you meet your deductible.

If your provider is not in the Patriot100 Network, Patriot will pay 50% of the Allowed Charge, and you will be responsible for the balance billed by the provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Home Infusion Therapy. You must call Patriot Member Support before you receive home infusion therapy. Patriot will cover home infusion therapy furnished by a licensed infusion therapy provider.

If your infusion therapy provider is in the Patriot100 Network, Patriot will cover 100% of the above services after you meet your deductible. If your provider is not in the Patriot100 Network, Patriot will pay 50% of the Allowed Charge, and you will be responsible for the balance billed by the provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member. For benefits relating to durable medical equipment, please see section 3 on page 9 of this Certificate.

For benefits relating to enteral formulas, please see page 24 of this Certificate.

Chiropractic Visits: Once you meet your deductible, Patriot will pay 100% of the cost of medically necessary services you receive from a chiropractor who is in the Patriot100 Network, up to a total of 12 visits per member per year. If you receive services from a Chiropractor who is not in the Patriot100 Network, Patriot will pay 50% of the Allowed Charge, and you will be responsible for paying the remainder of the bill. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Laboratory Services. Once you meet your deductible, Patriot will pay 100% of Medically Necessary laboratory services that are provided by a provider in the Patriot100 Network.

If you use a provider that is not in the Patriot100 Network, Patriot will pay 50% of the Allowed Charge for Medically Necessary laboratory services after you meet your deductible, and you will be responsible for the balance of the amount due to the provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Pain Management Services. You must call Patriot Member Support before you receive pain management services. After you meet your deductible, Patriot will pay for up to three visits for Covered Services related to the management of pain associated with a diagnosed illness or injury. Patriot will not pay for the treatment or management of pain that is not associated with a diagnosed illness or injury. Patriot will not pay for additional visits unless you and your physician submit a written treatment plan to Patriot prior to the additional visits. The additional visits must be for services that are Medically Necessary Covered Services consistent with the approved treatment plan.

If you use an Out-of-Network provider, Patriot will pay 50% of the Allowed Charge for covered pain management services, after you meet your Deductible. You will be responsible for the balance billed by your provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Mental Health and Substance Abuse Services. Please see section 5 on page 13 of this Certificate.

Dental Services. Only the following dental services are covered:

- Emergency treatment within 24 hours of an accidental injury to sound natural teeth;
- Surgical removal of erupted teeth prior to radiation therapy for a malignant disease;
- Surgical correction or repair of the temporomandibular joint (TMJ), provided (a) the Member has first completed at least 5 months of non-surgical treatment without success, and (b) surgery is medically necessary to repair a disorder of the TMJ caused by a specific medical condition such as

degenerative arthritis, jaw fractures or jaw dislocations. Non-surgical treatment of TMJ is not covered.

- Inpatient and outpatient facility fees if general anesthesia is medically necessary for (a) children under the age of six, and (b) members who have exceptional medical circumstances or a developmental disability. In either case, you must contact Patriot at the phone number shown below prior to your admission. Coverage does not include professional dentist fees even if general anesthesia is medically necessary.

All other dental services are excluded. If the above services are provided by a provider in the Patriot100 Network, Patriot will pay 100% of the cost of the service after you meet your deductible.

If the above services are provided by an Out-of-Network provider, Patriot will pay 50% of the Allowed Charge, after you meet your Deductible, and you will be responsible for the balance billed by your provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

3. COVERAGE FOR FACILITIES SERVICES, DURABLE MEDICAL EQUIPMENT, AND OUTPATIENT PHYSICAL THERAPY

Services Provided Within the Patriot100 Network. After you meet your deductible, Patriot will pay 100% of the cost of the following services if they are provided in the Patriot100 Network:

- Hospital inpatient services;
- Hospital-based outpatient services;
- Ambulatory surgery;
- Magnetic resonance imaging (MRI);
- Computed tomography imaging (CT);
- Outpatient rehabilitation and physical therapy; and
- Outpatient durable medical equipment.

IMPORTANT: You must call Patriot Member Support at the number on the bottom of this page before you receive any of the following services:

- Hospital inpatient admission
- Outpatient surgery
- Diagnostic imaging (MRI/CT/PET)
- Outpatient durable medical equipment in excess of \$500
- Outpatient physical therapy
- Pain management
- Home care and hospice
- Injectable drugs
- Skilled nursing, inpatient rehabilitation, and subacute care

Providers in the Patriot100 and Patriot80 Networks are listed in the Patriot Provider Directory which is available online at www.patriothealthcare.com, or you may call Patriot Member Support at the number stated below to determine if a provider is in the Patriot100 or Patriot80 Network.

If the above facility services are received from providers who are not in the Patriot100 Network, you will be responsible for a percentage of the cost after you meet your deductible. If the provider is in the Patriot80 Network, Patriot will pay 80% of the cost after you meet your deductible, and you will pay the remaining 20%.

If the Provider is an Out-of-Network Provider, Patriot will pay 50% of the Allowed Charge after you meet your deductible, and you will be responsible for the balance billed by the provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Hospital Services. Except in an emergency, you must call Patriot Member Support at the number below before you receive any inpatient or outpatient services at a hospital.

After you meet your deductible, Patriot will pay 100% of the cost of the following services provided by a hospital in the Patriot100 Network:

- Semi-private room and board for inpatient care
- The following services when provided during an inpatient stay:
 - Physician services
 - Surgery
 - Delivery
 - Anesthesia,
 - Lab
 - X-ray
 - CT scan
 - Magnetic Resonance Imaging
 - Computed tomography imaging (CT)
 - Medical supplies
 - Physical, occupational and speech therapy
- Non-emergency outpatient care.

REMEMBER

To get the maximum benefit services at a healthcare facility, you must:

- (A) notify Patriot before you schedule your appointment; and
- (B) go to a Patriot100 Provider.

Please call the number shown below to see if your provider is listed.

If the above hospital services are received from a hospital that is not in the Patriot100 Network, you will be responsible for a percentage of the cost after you meet your deductible. If the hospital is in the Patriot80 Network, Patriot will pay 80% of the discounted cost after you meet your deductible, and you will pay the remaining 20%. If the Provider is an Out-of-Network Provider, Patriot will pay 50% of the Allowed Charge after you meet your deductible, and you will be responsible for the balance billed by the provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Limits on Out-of-Network Benefits

You are responsible for coinsurance for services provided by a provider in the Patriot80 Network. Your 20% share will be based on the Provider's discounted price.

If you go to an Out-of-Network provider, Patriot will pay 50% of the Allowed Charge for the service, and you will be responsible for the balance billed by the provider. Your responsibility could be significantly more than 50% of the total bill.

In addition, benefits for all out-of-network services are limited to a combined total of \$100,000 per Member per year.

Be sure you know how much you will have to pay before you receive a service. If you have questions, please contact Patriot Member Support at the phone number shown below.

Urgent and Emergency Care. Whenever possible, you should contact your PCP for assistance before you go to an urgent care center or hospital emergency room.

Urgent Care. If you need urgent care and you are outside of the Service Area, Patriot will pay the cost of a visit to an urgent care center, after you meet your deductible. If you are in the Service Area and you need urgent care, Patriot will pay 100% of the cost of a visit to an urgent care center in the Patriot100 Network, after you meet your deductible, under the following circumstances:

- Your PCP's office is closed, or
- Your PCP's office directs you to an urgent care center.

**REMEMBER:
THERE IS NO COPAYMENT FOR A VISIT
TO AN URGENT CARE CENTER. YOU
MUST PAY \$150 EACH TIME YOU USE A
HOSPITAL EMERGENCY ROOM.**

If you are in the Service Area and go to an Out-of-Network Provider for urgent care services, Patriot will pay 50% of the Allowed Charge after you meet your deductible, and you will be responsible for the balance billed by the provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Examples of conditions that might require urgent care include: sprain, sore throat, rash, earache, minor wound, moderate fever or abdominal or muscle pain. Please be sure to call your PCP and Patriot Member Support within 48 hours of any visit to an Urgent Care facility. If you do not call, Patriot, will not pay for follow-up care.

Emergency Care. If you require Emergency Services, go immediately to the nearest hospital emergency room. Call 911 for assistance, if necessary.

Emergency Services are Covered Services you receive due to the sudden onset of a serious condition. A serious condition is a medical, psychological or substance abuse condition that manifests itself by symptoms of such severity that you need immediate medical attention to prevent any of the following:

- Serious jeopardy to your health,
- Serious impairment to bodily functions, or
- Serious dysfunction of any bodily organ or part.

Examples of conditions that may require Emergency Services are: suspected heart attack or stroke, uncontrolled bleeding, unconsciousness, or you are at serious risk of harming yourself or another person.

Emergency Services do not include routine or elective care that can be safely delayed until you can be seen by a physician in his or her office.

Emergency Services do not include maternity admissions.

In determining whether Emergency Services are required, Patriot will consider the outcome of your visit as well as the symptoms which caused you to seek Emergency care.

After you meet your deductible, Patriot will pay the cost of medically necessary Emergency Services provided at a Hospital emergency room in excess of your \$150 copayment. For each Emergency room visit, you will pay a copayment of \$150. The copayment will be waived if your emergency room visit results in a medically necessary inpatient admission.

Please be sure to call your PCP and Patriot Member Support within 48 hours of any visit to a hospital emergency room.

If you are admitted for Emergency Services to a hospital which is not in the Patriot100 Network, coinsurance will not apply to the hospital stay until such time as you can be safely transferred to a hospital in the Patriot100 Network. If you are transferred to a hospital in the Patriot80 Network or to an Out-of-Network hospital, you will be responsible for paying your deductible plus the applicable coinsurance.

Ambulance Services. After you meet your deductible, Patriot will pay for ambulance transport to a hospital emergency room when Emergency Services are required. Ambulance fees will not be covered if the ambulance was not medically necessary, if transportation by car would be appropriate, or for transportation to or from medical appointments.

Durable Medical Equipment. After you meet your deductible, Patriot will pay 100% of the rental or purchase price of medically necessary Durable Medical Equipment which is ordered or prescribed by a provider and rented or purchased from a Patriot100 Provider. Coverage for the repair, replacement or duplicate equipment is not covered except when replacement or revision is necessary due to growth or a change in medical condition. Prior to renting or purchasing Durable Medical Equipment at a price of \$500 or more, you must notify Patriot Member Support at the number noted below.

If Durable Medical Equipment is rented or purchased from a provider who is not in the Patriot100 Network, you will be responsible for a percentage of the cost after you have met your deductible. If the provider is a Patriot80 provider, you will pay 20% of the cost after you meet your deductible and Patriot will pay the remaining 80%. If the provider is an Out-of-Network provider, Patriot will pay 50% of the Allowed Charge, and you will pay the balance of the amount due to the provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Durable Medical Equipment includes items which are designed for and able to withstand repeated use by more than one person, customarily serve a medical purpose, generally are not useful in the absence of injury or illness, are appropriate for use in the home, and are not disposable.

Such equipment includes, but is not limited to: an artificial limb device to replace, in whole or in part, an arm or leg; crutches, hospital beds; wheel chairs; respirators; and dialysis machines.

Unless covered in connection with the services described in another section of this Certificate, the following are specifically excluded:

- Hygienic or self-help items or equipment;
- Items or equipment that are primarily used for comfort or convenience, such as bathtub chairs, safety grab bars, stair gliders or elevators, over-the-bed tables, saunas or exercise equipment;
- Environmental control equipment, such as air purifiers, humidifiers and electrostatic machines;
- Institutional equipment, such as air fluidized beds and diathermy machines;
- Equipment used for the purpose of participation in sports or other recreational activities including, but not limited to, orthotics, braces and splints;
- Items, such as auto tilt chairs, paraffin bath units and whirlpool baths, which are not generally accepted by the medical profession as being therapeutically effective;
- Items which under normal use would constitute a fixture to real property, such as ramps, railings, and grab bars;

Skilled Nursing Facility and Inpatient

Physical Rehabilitation: After you meet your deductible, Patriot will pay semi-private room and board for up to a total of 100 days per member per year for combined skilled nursing and/or inpatient physical rehabilitation services from a facility in the Patriot100 Network.

If you go to a facility that is not in the Patriot100 Network, Patriot will pay 50% of the Allowed Charge, and you will be responsible for the balance of the amount billed by the provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Patriot will not pay for custodial care at any facility, including hospitals, skilled nursing facility, rehabilitation facility, or nursing or convalescent facility.

Organ and Tissue Transplants. Patriot will cover organ transplants for the donor and recipient only if the recipient is a Member, subject to the exclusions below.

Patriot will cover organ and tissue transplants ordered in advance by your physician provided you or a family member contacts a Patriot care advocate by phone at the number noted below. Transplants must be medically necessary and the recommended treatment of choice by your physician.

If you and the donor use a Patriot Transplant Provider, Patriot will pay 100% of the transplant and related services, subject to the conditions and exclusions noted below. If you or the donor do not use a Patriot Transplant Provider, Patriot will pay 50% of the Allowed Charge, and you will be responsible for the balance billed by the out-of-network provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Transplant services are not covered for patients with certain systemic diseases such as scleroderma, amyloidosis, or diffuse atheromatous disease. Transplant services are not covered for patients with contraindications to immunosuppressive drugs, positive test results for hepatitis B or C, positive test results for HIV, active infection, active drug, alcohol or tobacco use or behavioral or psychiatric disorders likely to compromise adherence to strict medical regimens and post-transplant follow-up.

If the conditions of coverage are met, the following transplants are covered:

- Cornea, heart, heart-lung, kidney, kidney-pancreas, liver, and pancreas;
- Allogenic bone marrow transplants for acute leukemia, advanced Hodgkin's lymphoma, advanced non-Hodgkin's lymphoma, advanced neuroblastoma (for children over one year old), aplastic anemia, chronic myelogenous leukemia, infantile malignant osteopetrosis, severe combined immunodeficiency, Thalassemia major, and Wiskott-Aldrich syndrome;
- Autologous bone marrow transplants and autologous peripheral stem cell support transplants for acute lymphocytic or nonlymphocytic leukemia, advanced Hodgkin's lymphoma, advanced non-Hodgkin's lymphoma, advanced neuroblastoma and testicular mediastinal, retroperitoneal and ovarian germ cell tumors. Autologous bone marrow transplants are covered for breast cancer as required by law;
- Single or double lung transplants for the following end-stage pulmonary diseases: primary fibrosis, primary pulmonary hypertension, and emphysema. Double lung transplants are covered for cystic fibrosis;

- Small bowel transplants for Members age 16 or less with short bowel syndrome when there is irreversible intestinal failure, an established total parenteral nutrition (“TPN”) dependence for a minimum of two years, or evidence of severe complications from TPN. Patriot will not pay for isolated small bowel transplants in adults. Simultaneous small bowel/liver transplants are covered for children and adults with short bowel syndrome when there is irreversible intestinal failure, an established TPN dependence for a minimum of two years, evidence of severe complications from TPN or evidence of impending end-stage liver failure.

If transplant services are covered, benefits include tissue typing, surgical procedure, storage expense and transportation costs directly related to the donation of the human organ or tissue used.

Patriot will not pay for transplants that are (a) not medically necessary, (b) experimental, or (c) using artificial parts or nonhuman donors.

Patriot will not pay for transportation or lodging for a transplant recipient, donor, and persons traveling with the recipient or donor.

Short-Term Rehabilitative Services.

Patriot will cover up to 12 visits per member per episode of care for outpatient physical therapy, occupational therapy and speech therapy. An episode of care is the total combined services you receive for a particular condition, illness or injury. Any combination of physical therapy, occupational therapy and speech therapy apply toward the 12 visit limit. Coverage for additional Medically Necessary visits requires prior approval by Patriot. Call Patriot Member Support at the number stated below to obtain approval for addition visits.

If your physical therapy, occupational therapy or speech therapy provider is in the Patriot100 Network, Patriot will pay 100% of the cost after you meet your deductible.

If your physical therapy, occupational therapy or speech therapy provider is in the Patriot80 Network, Patriot will pay 80% of the cost, and you will be responsible for the remaining 20%.

If your physical therapy, occupational therapy or speech therapy provider is an Out-of-Network Provider, Patriot will pay 50% of the Allowed Charge, and you will be responsible for the balance billed by the Provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Patriot will not pay for rehabilitation services primarily intended to improve the level of physical functioning for enhancement of job, athletic, or recreational performance.

Cardiac Rehabilitation. After you meet your deductible, Patriot will cover outpatient cardiac rehabilitation services, under the following circumstances:

- You must notify Patriot prior to starting the program;
- You must start the program within 3 months of a heart attack, coronary artery bypass surgery, percutaneous transluminal coronary angioplasty, heart valve surgery, heart transplant, stable angina pectoris, or compensated heart failure; and
- You must complete the treatment within 6 months of the diagnosis or procedure.

Ongoing exercise and education programs to maintain fitness or reinforce lifestyle changes are not covered.

If you use a provider in the Patriot100 Network for cardiac rehabilitation services, Patriot will pay 100% of the cost after you meet your deductible.

If you use a provider in the Patriot80 Network, Patriot will pay 80% of the cost after you meet your deductible, and you will be responsible for 20% of the cost after you meet your deductible.

If you use an Out-of-Network Provider, Patriot will pay 50% of the Allowed Charge, and you will be responsible for the balance of the amount due to the provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Breast Reconstructive Surgery. After you meet your deductible, Patriot will provide benefits for surgical reconstruction of a breast upon which surgery has been performed, and reconstruction of the other breast to produce a symmetrical appearance, if the patient elects reconstruction and in the manner chosen by the patient and the physician.

If breast reconstruction is performed at a Patriot100 Facility, Patriot will pay 100% of the cost after you meet your deductible.

If breast reconstruction is performed at a Patriot80 Network, Patriot will pay 80% of the cost, and you will be responsible for the remaining 20%.

If breast reconstruction is performed at an Out-of-Network Provider, Patriot will pay 50% of the Allowed Charge, and you will be responsible for the balance billed by the Provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Mental Health and Substance Abuse Service: Please see section 5 on page 13 of this Certificate.

Non-covered Facility Services. Patriot will not pay for charges for care provided in a convalescent home, health resort, spa, sanitarium, sanatorium, tuberculosis hospital or other facility that provides primarily custodial, maintenance or rest care.

4. PRESCRIPTION DRUGS

Your Prescription Drug Benefit. You will pay 100% of the negotiated discount price for prescription drugs (including insulin, oral agents and equipment used to treat diabetes) until you have reached your Deductible. After you have reached your Deductible, including amounts you have paid for prescription drugs and other Covered Services, you will pay a Copayment for prescriptions filled at Patriot Network Pharmacies.

Prescriptions purchased at Out-of-Network Pharmacies are not covered.

Once you meet your deductible, you will pay \$10 for generic drugs, \$25 for preferred brand drugs, and \$40 for non-preferred brand drugs. Please call Patriot Member Support at the number set out below to find out if a drug is generic, preferred brand or non-preferred brand.

Your prescription drug coverage includes prescription contraceptive drugs and prescription contraceptive devices approved by the U.S. Food and Drug Administration.

If you fill your prescription at a Patriot Network Pharmacy, you will pay coinsurance for up to a 34 day supply.

To see a list of Patriot Network Pharmacies, call the number shown below or visit www.patriothealthcare.com.

You may purchase your prescription drugs through Patriot's mail order provider. Forms for mail order pharmacy services are available by calling the number shown below or visiting www.patriothealthcare.com.

If you choose to use mail order to fill your prescriptions, you may purchase a 90 day supply.

The negotiated discount for drugs purchased by mail is greater than the

discount at a retail pharmacy. Therefore, you may pay less for your mail order purchase, depending on the price of your drug and whether you are purchasing a generic or brand drug.

5. MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

Always Call BHN First. Patriot's network of mental health and substance abuse providers is managed by the Behavioral Health Network ("BHN"). You must call to register with BHN before you receive any mental health or substance abuse services.

If you do not register with BHN before you receive services, and the services are later determined to be non-covered services, you will be responsible for the entire cost of the services.

IMPORTANT

You must call BHN before you receive mental health or substance abuse services.

Call BHN at 1.800.592.6605

Coverage for Biologically Based

Illnesses. After you meet your deductible, Patriot will pay 100% of the cost of mental health and substances abuse services from a BHN Provider for biologically based illnesses.

Biologically based illnesses include the following mental illnesses as defined in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association:

- Schizophrenia and other psychotic disorders;
- Schizoaffective disorder;
- Major depressive disorder;

- Bipolar disorder
- Anorexia nervosa and bulimia nervosa;
- Obsessive-compulsive disorder;
- Panic disorder;
- Pervasive developmental disorder or autism;
- Chronic post-traumatic stress disorder.

For a list of BHN Providers, please call the Member Support number noted below.

If you choose go to a provider who is not a BHN Network Provider, Patriot will pay 50% of the Allowed Charge after you meet your deductible, up to the benefit cap described above. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Mental Health Benefit Cap. All mental health services, other than services for illnesses which are biologically based, are subject to a combined benefit cap of \$3,000 per member per calendar year and \$10,000 per member per lifetime. This benefit cap is referred to as the "Mental Health Benefit Cap." The Mental Health Benefit Cap applies to both BHN and out-of-network providers.

Coverage for Outpatient Mental Health Services. After you meet your deductible, and subject to the Mental Health Benefit Cap stated above, Patriot will pay 100% of the cost of medically necessary office visits with a BHN Provider.

Questions about your health benefits? Call Patriot Member Support at 1.800.597.7728.

After you meet your deductible, and subject to the Mental Health Benefit Cap stated above, Patriot will pay 50% of the Allowed Charge of medically necessary office visits with an out-of-network mental health provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Coverage for Inpatient Mental Health Services. After you meet your deductible, and subject to the Mental Health Benefit Cap stated above, Patriot will pay 100% of the cost of inpatient treatment for medically necessary mental health or substance abuse services at a BHN Provider.

After you meet your deductible, and subject to the Mental Health Benefit Cap stated above, Patriot will pay 50% of the Allowed Charge for inpatient treatment for medically necessary mental health and substance abuse services at an out-of-network provider. In addition, out-of-network services are subject to the combined out-of-network benefit limit of \$100,000 per member per year for all out-of-network services combined.

Outpatient Substance Abuse Services. After you meet your deductible, Patriot will pay 100% of the cost of medically necessary outpatient detoxification and rehabilitation services with a BHN Provider up to a maximum of 20 visits per member per year.

After you meet your deductible, Patriot will pay 50% of the cost of medically necessary outpatient detoxification and rehabilitation services with a BHN Provider up to a maximum of 20 visits per member per year. The 20 visit benefit maximum applies to all outpatient substance abuse visits including both network and out-of-network visits. In addition, all out-of-network services are subject to the combined out-of-network benefit limit of \$100,000 per member per year for all out-of-network services combined.

Inpatient Substance Abuse Services. After you meet your deductible, Patriot will pay 100% of the cost of medically necessary inpatient detoxification and rehabilitation services with a BHN Provider up to a maximum of \$3,000 per member per year.

After you meet your deductible, Patriot will pay 50% of the cost of medically necessary inpatient detoxification and rehabilitation services with a Behavioral Network provider up to a maximum of \$3,000 per member per year.

The \$3,000 per member per year benefit maximum described above applies to all inpatient substance abuse services, including both network and out-of-network visits. In addition, all out-of-network services are subject to the combined aggregate out-of-network benefit limit of \$100,000 per member per year.

Excluded Mental Health and Substance Abuse Services. In addition to the exclusions and limitations set out in Section 7, Patriot will not pay for the following mental health and substance abuse services:

- Nerve stimulation;
- Treatment of addictive behaviors that do not involve abuse of or dependence on a chemical substance, including but not limited to gambling addiction, internet addiction, and sex addiction;
- Support therapies, including but not limited to pastoral counseling, assertiveness training, dream therapy, music or art therapy, recreational therapy, smoking cessation, stress management, and self-help training;
- Psychological and psychotherapeutic treatment for conditions related to autistic disease of childhood or mental retardation, except interventions for acute, brief episodes when other diagnoses are present;
- Residential treatment for mental health;
- Methadone maintenance services, or any other program or service targeting opiate use that involves maintenance of a chemical dependence.

6. ENROLLMENT AND ELIGIBILITY

Plan Enrollment. You will not be covered for any health services you receive prior to the date which is the later of (1) the effective date of your group health plan; or (2) the first day of the month following your eligibility date. You must enroll in your employer's Patriot group health plan within thirty (30) days of your eligibility date. Eligibility dates are:

- The first day of your employer's open enrollment period, which is the thirty day period prior to the anniversary date of your employer's group health plan;
- Your first day of work, or the day you meet your employer's waiting period, if any, if you are a new employee or a dependent of a new employee;
- The date you marry an enrolled member;
- The birth date of a newborn dependent of an enrolled member;
- The date of adoption or placement for adoption of a dependent of an enrolled member; and
- The date of a court order requiring an employee to enroll a dependent, provided that both the dependent and the employee enroll and the employee has met the waiting period.

Subject to Patriot's approval, you will be enrolled when your benefit enrollment form is completed, signed, and delivered to your employer within the thirty (30) day time limit. Patriot will notify you and your employer in the event Patriot does not approve your enrollment. Patriot's notice will include a statement of the reason(s) why your enrollment was not approved.

If you do not enroll within the time limit, you will be eligible to enroll (a) during your employer's next open enrollment period, or (b) during the thirty day period following the involuntary termination of your coverage under another health plan. In both cases, the limitations described in the section entitled Pre-existing Conditions shall apply.

If an employee acquires a new dependent as a result of marriage, birth, adoption, or placement for adoption, and the employee has not previously enrolled in the Plan, the employee may enroll in the Plan at this time, provided the enrollment occurs within thirty (30) days of one of these specified events. Coverage will become effective on the date the employee acquires the dependent.

If a dependent child age nineteen (19) to twenty-five (25) is not currently eligible under the Plan and becomes a full-time student at an accredited school or college, the employee may enroll the dependent in the Plan, provided the enrollment form is received within thirty-one (31) days of the dependent's return to school. The effective date of coverage will be the first day of school.

Any eligible dependent(s) enrolling on the Plan's anniversary date, who did not have coverage under the Plan prior to the open enrollment period, will be subject to the Plan provision of preexisting condition limitation.

Preexisting Condition Limitation. If an employee or dependent had treatment, advice, or medication for an illness or injury, other than pregnancy, during the 3 month period prior to the employee's date of hire, Patriot will not pay benefits related to that illness or injury, until the employee has been employed for a period of 9 consecutive months.

The 9 month waiting period will not apply to employees and their dependents if:

- Prior to the employee's date of hire, the employee was continuously covered for at least 12 months by creditable coverage, as defined below, without a break in coverage of 63 days or more;
- or
- Newborns or children who are adopted or placed for adoption are enrolled in the Plan within 30 days of birth or adoption;

If you (a) did not enroll when you first became eligible to enroll, or (b) enrolled within the thirty day period following the involuntary termination of your coverage under a prior plan; then the following limitation will apply.

If you had treatment, advice, or medication for an illness or injury, other than pregnancy, during the 3 month period prior to the effective date of your Patriot coverage, Patriot will not pay benefits related to that illness or injury, until your Patriot coverage has been in effect for a period of 9 consecutive months.

This limitation will not apply if:

- an employee has been continuously covered for at least 12 months by creditable coverage, as defined herein, with a break in coverage of 63 days or less; or
- newborns or children who are adopted or placed for adoption and enrolled in the Plan within 30 days.

Creditable coverage is defined in NH RSA 420-G. It includes most group health plans, including insured and self-insured plans, Medicare, Medicaid and CHAMPUS. It does not include coverage under Medicare supplemental, workers compensation, disability, auto, or liability insurance.

Coordination of Benefits (C.O.B.) If you are enrolled in another health benefits plan, benefits paid by Patriot will be coordinated with the benefits paid by the other plan. In no event will Patriot pay benefits which, when combined with benefits payable under another plan, exceed the total amount which Patriot would have paid if it were the only plan in effect.

You are responsible for providing Patriot with accurate and complete information concerning (a) coverage available under other plans and (b) information relating to an accident, illness or injury for which another party may be liable.

If Patriot's coverage is primary, then Patriot will pay the benefits covered under this Certificate regardless of the other coverage.

If Patriot's coverage is secondary, then Patriot will subtract the benefits paid by the Primary plan from the benefits covered under this Certificate.

You are responsible for payment of deductibles, coinsurance, and copayments due under this Certificate regardless of whether Patriot is primary or secondary.

If Patriot is not primary, and benefits paid by the Primary plan are reduced because you did not comply with plan rules, the amount of the reduction will not be covered by Patriot.

The following rules determine which plan is primary and which is secondary:

- If one of the plans is Medicare, then Medicare's secondary payer rules will determine which plan is primary.
- If the other plan is outside of the U.S.A., the other plan is primary if you receive care outside of the U.S.A.
- Benefits paid under Medicare, workers compensation laws, occupational disease laws, and other employer liability laws are primary.
- A plan that does not have a coordination of benefits clause is primary.
- If you are covered as an employee under one plan and as a dependent under another plan, the plan covering you as an employee is primary.
- If more than one plan covers dependent children of parents who are not separated or divorced, the primary plan is the one covering the parent whose birthday falls earlier in the year. If both parents have the same birthday (month and day), the plan covering the parent the longest will be primary.
- If a dependent child whose parents are separated or divorced is covered by more than one plan, the primary plan will be determined as follows.

- The plan determined to be primary by court decree.
- If no court decree defines the primary plan, and the parents have joint custody, the birthday rule stated above determines the primary plan.
- If no court decree defines the primary plan, and custody is awarded to one parent, that parent's plan will be primary, except that if the parent with custody has remarried, that parent's plan will be primary, the spouse of that parent's plan will be secondary, and the non-custodial parent's plan will be third.
- If none of the above rules determine which plan is primary, then the plan covering the patient the longest is primary.

To the extent needed to enforce this provision, Patriot may release or receive any information only to or from another organization or person having a legitimate interest. In order to claim benefits, you must give Patriot any information requested to enforce the coordination of benefits provisions in accordance with the HIPAA Privacy Requirements.

If another plan pays benefits that should have been paid by Patriot under these rules, then Patriot may pay the other plan the amount Patriot determines to be due under this Certificate. In this case, such payments will fully satisfy Patriot's responsibilities under this Certificate.

If Patriot has paid benefits for which another plan or another party is responsible, and you receive payment from the other plan or party, then Patriot may offset the amount recovered from benefits otherwise payable under this Certificate.

If, for any reason, Patriot pays benefits on your behalf in excess of the amount properly payable, or when you are not entitled to benefits, Patriot has the right to recover the payments from any Member or

other person to whom or for whom payments were made. Upon written request for such recovery, you will have sixty (60) days to pay the amount due to Patriot or provide Patriot a written statement of the reasons why payment is not due.

If Patriot pays benefits for an illness or injury caused by another party's actions, Patriot will be subrogated to the Member's right to recover the benefits from the responsible party. Patriot is entitled to reimbursement from any recovery you receive from the responsible party. Patriot is entitled to proceed in the Member's name against the responsible party. By accepting benefits under this Certificate, you agree to cooperate in Patriot's third party recovery efforts. Patriot reserves the right to settle or compromise such claims. Any action by a Member which interferes with Patriot's recovery rights may result in termination of coverage for the Member and his or her family.

Termination or Nonrenewal of Group Contract. Your Patriot coverage is provided under the terms of a contract between Patriot and your employer. That contract is renewable at the option of your employer, except for the following reasons:

- Nonpayment of required premiums;
- Failure of the group to meet minimum employee participation requirements;
- Fraud or intentional misrepresentation;
- A small employer is not longer actively engaged in the business that it was engaged in on the effective date of the plan;
- The employer medically underwrites or otherwise violates New Hampshire law; or
- Patriot notifies the New Hampshire Insurance Department that it is no longer offering coverage to the market and follows the applicable requirements of law.

In the event of termination for nonpayment of premium, termination will occur on the date specified in the notice sent to your employer. Your employer will have a 31 day period following the notice to make the payment and avoid termination.

Cancellation for nonpayment of premium is considered termination by your employer and not by Patriot. In the event of your employer group's failure to meet minimum participation requirements, your employer will receive at least 30 days notice of termination or nonrenewal.

In all other cases, your employer will receive at least 45 days notice of non-renewal.

Termination of Your Coverage. Your coverage under the Plan will end:

- On the termination date of your employer's group health coverage agreement with Patriot, provided that in the event of termination for nonpayment of premium due from your group, Patriot will allow a 31 day grace period for payment prior to the effective date of termination;
- For dependents of a deceased employee, on the date of the employee's death;
- In the case of divorce or legal separation from an employee, on the first day of the month following the effective date of such divorce or separation, unless continuation of coverage is elected.
- In the case of a dependent child of an employee, on the first date such child (a) marries, (b) turns 19 (unless the child is a Dependent Student or Incapacitated as defined in Section 10, (c) is no longer Incapacitated; or (d) is no longer a Dependent Student;
- Patriot discovers that an employee has submitted fraudulent statements which are material to Patriot's acceptance of his or her application;
- On the date an employee withdraws from the Plan;

- For an employee and his or her dependents, on the first day of the month following the employee's termination from employment, unless continuation of coverage is elected;
- On the date an employee or dependent enters the military, naval, or air force of any country or international organization on a full-time, active duty basis other than scheduled drills or other training not exceeding one month in any calendar year; or
- On the last date of the period for which contribution has been made if the employee fails to make any required contribution.

Military Leave. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) provides special continuation coverage to covered employees who otherwise lose health insurance coverage under the Plan because they leave employment to serve in the uniformed services. Under USERRA, affected covered employees and their dependents must be offered the right to continue coverage for up to 18 months. The employer may charge 102% of the applicable premium, provided the length of the military leave is longer than 30 days. However, on the date that the employee completes his active duty and returns to full-time employment, the employee and his eligible dependents will be re-enrolled in the Plan and coverage will be provided immediately. However, any limitations on the employee's or dependent's coverage which were in affect before the active military duty leave will continue to apply.

Continuation of Coverage Following Termination under COBRA. This section contains important information about your right under COBRA to temporary continuation coverage, which applies only if your group employs 20 or more employees. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you or other members of you family when coverage would otherwise end due to a "qualifying event."

If you are an employee, the following are qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, the following are qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

If you are a dependent child of an employee, the following are qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

Patriot will offer COBRA continuation coverage to qualified beneficiaries only after it receives notice of a qualifying event. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits, the employer must notify Patriot of the qualifying event. For other qualifying events (divorce or legal separation of the employee and spouse or a dependent

child's losing eligibility for coverage as a dependent child), you must notify Patriot within 60 days after the qualifying event occurs.

After Patriot receives notice of a qualifying event, you will have the right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

If the COBRA qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits, your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. If the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. In order to be entitled to the extended coverage, you must notify Patriot of the disability prior to the end of your initial 18 month coverage period.

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits, or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred. In order to be entitled to the extended coverage, you must notify Patriot of the disability prior to the end of your initial 18 month coverage period.

Continuation of Coverage Following Termination.

If you become ineligible for continued participation under your employer's group health plan, for any reason including death, except dismissal for gross misconduct, you may be entitled to continued coverage under the group plan for a period of:

- 18 months; or
- 29 months in the case of an individual who is determined, under Title II or XVI of the Social Security Act to have been disabled within the first 60 days of the date such individual becomes ineligible for continued participation in the plan; or
- Except when the widow, widower, divorced spouse, or legally separated spouse of a covered employee is 55 years of age or older, 36 months in the case of: (a) the death of the covered employee; (b) the divorce or the legal separation of the covered employee from the employee's spouse; (c) the covered employee's becoming entitled to benefits under Title XVIII of the Social Security Act or the covered employee's becoming entitled to benefits under Title

XVIII of the Social Security Act within the 18-month continuation in subparagraph (g)(1)(A); or (d) a dependent child ceasing to be a dependent child.

- When the surviving spouse, divorced spouse, or legally separated spouse of a covered employee is 55 years of age or older, in the case of the death of the covered employee; or, the divorce or the legal separation of the covered employee from the employee's spouse, then the extension period shall continue until the surviving spouse, divorced spouse, or legally separated spouse becomes eligible for participation in another employer-based group plan or becomes eligible for Medicare.
- 36 months, for retirees and dependents who have a substantial loss of coverage within one year of the employer filing for protection under the bankruptcy provisions of Title 11 of the United States Code.

In no event shall your right to continuation of coverage extend beyond:

- the first day of the month following the date you become eligible for benefits under another group plan;
- the date of the first Medicare open enrollment period following the date you become ineligible for continued participation under the group plan;
- the date on which the group plan terminates; or
- the date on which coverage ceases because of a failure to make timely payment of premium as required; however, the payment of any premium shall be considered to be timely if made within 30 days after the date.

If you elect continuation coverage, you will be responsible for payment of the applicable premium, which may include a 2% administrative fee.

Your Right to Purchase Nongroup Conversion Policy. If your coverage under your employer's coverage plan terminates for any reason and you are not covered by other group coverage or by Medicare, you may be eligible to purchase an individual conversion policy under New Hampshire law RSA 415:18,VII(a). You are eligible to purchase a conversion policy only if you were insured under your group policy for at least 60 days prior to termination of coverage.

You are also eligible to purchase a conversion policy if you are (a) the surviving spouse or dependent of a deceased employee covered by Patriot at the time of death, (b) the child of a covered employee who no longer meets the age requirements applicable to dependent children, or (c) the former dependent spouse of a covered employee who has remarried.

You must apply for the policy within 31 days after your group coverage terminates. You will be responsible for payment of the quarterly premium which will not be more than 102% of the premium charged by Patriot for similar employees with similar coverage as required by law.

If you are eligible to purchase a nongroup conversion policy, you may choose instead to continue coverage under the New Hampshire 39-week continuation of coverage law, RSA 415:18,VII(g) (4), described below.

39 Week Extension of Coverage. In accordance with RSA 415:18,VII(g)(4), if you are eligible to purchase an individual conversion policy, you may elect instead an extension of coverage for a period of 39 weeks, or until you become eligible for benefits under another group plan, whichever occurs first. You must apply for the extension of coverage within 31 days after you receive notice of your option to elect the extension of coverage. The premium rate for extended coverage under this paragraph shall be the applicable group rate plus two percent.

Extension of Benefits in Case of Total Disability. Even if you do not elect continuation of coverage or a conversion policy as described above, you may be entitled to extended coverage under your group health policy if:

- your group coverage is terminated;
- your coverage is not replaced with another fully insured plan; and
- you have a continuous total disability on the termination date of your group coverage.

Under the above circumstances, Patriot will continue to provide benefits for services related to your disability for up to 12 months. The 12 month period begins on the day of the event which caused you to be continuously and totally disabled, provided such date is prior to the termination date of your group coverage.

Your eligibility for extension of benefits ends on the earliest of the following dates:

- the 12 month continuous total disability period ends;
- your continuous total disability ends; or
- you reach the limit of benefits available under this Certificate.

For purposes of this section, a continuous total disability means you are totally disabled from engaging in any employment or occupation for which you are or become qualified by reason of education, training, or experience; and you are not engaged in any employment or occupation for wage or profit.

You or someone on your behalf must call the Member Support number noted below to inform Patriot that you qualify for total disability benefits. Total disability benefit extensions do not apply to dental or maternity services.

7. EXCLUSIONS AND LIMITATIONS

This section describes health services which are excluded from coverage or subject to significant conditions or limitations.

A. Excluded Benefits. Patriot will not pay for the services set out in this subsection.

Alternative and Complementary Medicine. Patriot will not cover any service or therapy for which the clinical effectiveness has not been proven or established, including such alternative and complementary services including but not limited to: acupuncture; holistic medicine; homeopathy; hypnosis; aroma therapy; massage therapy; herbal, vitamin or dietary products or therapies; naturopathy; thermography; orthomolecular therapy; contact reflex analysis; bioenergetic synchronization technique; biofeedback; and iridology.

Biological Parents. Patriot will not cover services to a biological parent of an adopted child, unless the biological parent is a Member.

Blood Donation. Patriot will not pay for costs relating to the donation, drawing or storage of blood that is designated for a specific person's later use. Patriot will not pay for blood, blood donors, blood products or packed red blood cells when participation in a volunteer program is available.

Chelating Agents. Patriot will not pay for any service, supply or treatment for which a chelating agent is used, except for providing treatment for heavy metal poisoning.

Convenience Items. Patriot will not pay for services or supplies primarily for your convenience, including but not limited to: telephone or television rental charges while you are in the hospital, air conditioners, humidifiers, dehumidifiers, air purifiers, commodes, exercise equipment, breast pumps, non-prescription supplies, bed pans, heating pads, and hot water bottles.

Cosmetic Services. Cosmetic services are not covered. Cosmetic services are primarily intended to change or improve appearance or self esteem.

Custodial Care. Patriot will not cover custodial care, which is care primarily for the purpose of meeting personal daily living needs and can be provided by persons who do not have professional training or skills. Custodial care includes but is not limited to the routine maintenance of ostomies, urinary catheters and tube feedings.

Dental Services. Dentist fees, oral surgery and other dental services other than those specifically covered in Section 2, page 6 are excluded.

Disease or Injury Sustained in War, Civil Unrest, or Criminal Activity. Patriot will not cover any illness or injury that is the result of the Member's participation in any war, civil unrest, riot, act of civil disobedience, or criminal activity.

Educational, Instructional, Vocational Services and Developmental Disability Services. Patriot will not pay for educational or instructional programs or services, including but not limited to: education evaluation, testing, classes, therapy, tutoring, counseling, programs, equipment or supplies; or for services, supplies or equipment for attention deficit disorder, behavioral issues or for developmental or learning disabilities.

Experimental and Investigational Treatment. Patriot will not pay for services or supplies which Patriot determines to be experimental or investigational. Such determination will be made by Patriot's Medical Director. The Medical Director will find the service or supply to be experimental or investigative if it is:

- The subject of a written investigational or research protocol used by the treating facility or of a written investigational or research protocol of another facility studying substantially the same service;
- The subject of a written informed consent used by the treating facility which refers to the service as experimental, investigative, educational, or research;
- The subject of an ongoing phase I or II clinical trial;
- A drug, device or supply which is not approved for distribution by the United States Food and Drug Administration for the purpose and in the manner proposed to be used for the Member.

If none of the above conditions exist, the service or supply will not be considered experimental or investigational if the Medical Director determines that there is demonstrated evidence in published peer reviewed medical literature of the following:

- The service has a proven positive net health outcome based on well designed investigations that have been reproduced by non-affiliated authoritative sources with measurable results supported by the positive endorsements of national medical bodies or panels regarding scientific efficacy and rationale;
- Over time, the service leads to improved health outcomes which outweigh any harmful net effects;
- The service is more effective in improving net health outcomes than established procedures; and
- Improvement in health outcomes is achievable in standard conditions of medical practice outside of clinical investigatory settings.

If a Member is a participant in a clinical trial for cancer or treatment of a life threatening disease, benefits are available for services which are not experimental or investigational. Such benefits are subject to the Member's deductible and any coinsurance and copayment that would otherwise apply under the terms of this Certificate.

Family Members' Services. Patriot will not pay for care furnished by an individual who normally resides in your household or is a member of your immediate family, including parents, siblings, spouses, children and grandparents.

Food and Food Supplements. Patriot will not pay for food, dietary supplements, or vitamins, except as required by law for enteral formula and modified low protein food products.

Foot Care. Patriot will not cover routine foot care, foot orthotics (including inserts and supports), or treatment for corns, calluses, flat feet, fallen arches, weak feet or chronic foot strain.

Free Care. Patriot will not cover services which are provided or are typically provided without charge, including services for which a charge would apply only if you have insurance coverage.

Gender Reassignment. Patriot will not pay for any other service related to or resulting from a change in sex from one gender to another, or for related mental health services.

Government Benefits. Patriot will not pay for services which are eligible for payment under any program of any state, federal, county, municipal or other governmental agency, including Medicare, Medicaid, CHAMPUS, or Veteran's Administration.

Health Services That Are Not Medically Necessary. Patriot will not cover health services that are not Medically Necessary as defined in Section 11.

Home Test Kits. Patriot will not cover laboratory test kits for home use.

Mandated Exams. Patriot will not pay for services ordered or required by a third party that are not medically necessary to treat an illness or injury that your physician reasonably suspects. Exams, tests and services required for marriage, to obtain or maintain insurance, employment, or licensure are not covered. Exams and services required as a condition of attending school, college or camp, or of participating in sports programs are not covered unless they are furnished during a covered medical exam.

Mental Health and Substance Abuse Exclusions. Please see Section 5 for additional exclusions and limitations on coverage for certain mental health and substance abuse services.

Missed Appointments. Patriot will not pay for any charge you incur for failing to keep an appointment with a healthcare provider.

Out of Area Services. Patriot will not pay for routine or elective care outside of the Service Area.

Over the Counter Items. Over the counter drugs and other medications, devices, and supplies available without a doctor's prescription are excluded.

Private Duty Nurse. Patriot will not cover the services of a private duty nurse.

Smoking Cessation. Patriot will not pay for products, programs, services or supplies, for smoking cessation or nicotine withdrawal, even if ordered by or provided by a physician.

Surrogate Parent. Patriot will not cover costs related to being a surrogate parent.

Weight Control. Patriot will not pay for any service, program, supply or drugs for weight or appetite control, weight loss, weight

management, or for control of obesity, including but not limited to gastric bypass surgery and behavioral health services, even if the weight or obesity aggravates another condition.

Work Related Injuries and Illnesses.

Patriot will not pay for any disease, condition, illness or injury that arises out of or in the course of employment, unless you have waived workers compensation coverage in accordance with state law.

B. Benefits with Limitations.

Enteral Formula and Modified Low

Protein Food Products. Patriot will pay for enteral formulas required for the treatment of impaired absorption of nutrients caused by disorders affecting the absorptive surface, functional length or motility of the gastrointestinal tract. Patriot will pay for enteral formulas and food products modified to be low protein for persons with inherited diseases of amino acids and organic acids. In either case, benefits are available only if your physician has provided a written order stating that the enteral formula or modified low protein food product is (a) needed to sustain life, (b) medically necessary, and (c) the least restrictive and most cost-effective means for meeting your medical needs. Benefits for modified low protein food products are limited to \$1,800 per Member per year.

Scalp Hair Prosthesis (Wigs). After you meet your deductible, Patriot will pay for an artificial substitute for scalp hair that is made specifically for you only if (a) you have suffered hair loss as a result of alopecia areata, alopecia totalis, alopecia medicamentosa resulting from the treatment from any form of cancer or leukemia, or permanent loss of scalp hair due to injury, and (b) your physician has stated that the prosthesis is medically necessary. Patriot will pay for one initial prosthesis and one replacement every two years.

Hearing Services. Patriot will pay for medically necessary tests and services ordered by your physician for the diagnosis and treatment of ear disease or injury. Patriot will not pay for hearing aids or routine hearing services to determine the need for hearing correction.

Human Growth Hormones. Patriot will not pay for human growth hormones except to treat children with short stature who have (a) an absolute deficiency in natural growth hormone, or (b) chronic renal insufficiency and do not have a functioning renal transplant.

Infertility Services. Patriot will pay for the following services if medically necessary for the diagnosis of suspected infertility and the treatment of medically documented infertility: (a) medical exams, (b) laboratory tests, (c) surgical procedures to determine the cause of infertility or to correct medical conditions contributing to infertility, (d) ultrasound and other imaging exams related to a covered procedure, such as hysterosalpingography to determine the cause of infertility or to establish tubal patency, and (e) male or female fertility drugs and hormones administered in an outpatient setting, and any service to prescribe or monitor the use of fertility drugs or hormones.

Suspected infertility means that a presumably healthy woman is unable to become pregnant after trying to conceive for at least one year (six months for a woman over 35), as medically documented. Menopause is not considered to be infertility and none of the above services are covered for a woman who is menopausal or perimenopausal, or for her male partner, unless menopause is at a premature age. The following services and supplies relating to such services are not covered:

- Fertility procedures performed during an operation not related to an infertility diagnosis,

- Sonograms, laboratory studies, radiology services, or any other service related to a non-covered procedure,
- Egg or sperm procurement, harvesting or processing, egg or sperm banking, storage or cryopreservation, or microfertilization,
- Intracervical or intrauterine artificial insemination,
- Assisted reproduction technology, such as intravaginal culture, microvolume straw technique, in-vitro fertilization and embryo transfer, natural oocyte retrieval, gamete intrafallopian transfer, peritoneal ovum and sperm transfer, cryopreservation of embryos or cryopreserved embryo transfer, direct intraperitoneal insemination, intracytoplasmic sperm injection, and preimplantation genetic diagnosis,
- Culture and fertilization of oocytes co-culture of embryos and assisted embryo hatching,
- Microsurgical epididymal sperm aspiration,
- Genetic engineering, and selective fetal reduction,
- Services related to achieving pregnancy through surrogacy or gestational carriers,
- Diagnosis and treatment following voluntary sterilization,
- Reversal of voluntary sterilization, and treatment needed as a result of successful or unsuccessful sterilization reversal; and
- Behavioral health services related to any of the above non-covered services.

Private Room. For inpatient stays, benefits will be based on a semi-private room rate. Unless it is medically necessary for you to stay in a private room, you will be responsible for the difference between the private room rate and the semi-private room rate (plus any applicable deductible and coinsurance) if you stay in a private room.

Multiple Surgical Procedures. When multiple surgical procedures are performed at the same operative session (whether through one or more incisions), benefits are available for the major procedure. Patriot will pay for 50% of the cost of each subsequent procedure, including bilateral procedures.

When a surgical procedure is performed in two or more stages, the total benefit for the combination of stages that make up the entire procedure will be limited to the benefit that Patriot would pay if the surgery was not performed in multiple stages.

When an incidental procedure is performed through the same incision, Patriot will pay for the major procedure only. Examples of incidental procedures include incidental appendectomy, lysis of adhesions, incision of previous scar, and puncture of an ovarian cyst.

Eye Services. Patriot will pay for services necessary for the diagnosis and treatment of eye disease and injury. Patriot will not pay for routine vision care to determine the need for vision correction. Patriot will not pay for eye surgery to correct errors of refraction or for eyewear (frames, lenses and contact lenses).

8. HOW TO SUBMIT A CLAIM

Time Limit for Filing Claim. Patriot will not pay for a claim which is submitted more than 12 months after the date you receive the service, unless (a) it was not reasonably possible to submit the claim within 12 months and (b) the claim was submitted as soon as reasonably possible. If you have paid a provider for a Covered Service for which benefits are available under this Certificate, Patriot will reimburse you the amount payable under this Certificate within 60 days of receipt of all required claim information.

How to File a Claim. If you receive services from a Patriot Provider, your provider will submit the claim to Patriot for you. When you receive a service from a Patriot Provider, be sure to present your

Patriot membership card before you receive care. You will be responsible for paying the provider any deductible, copayment or coinsurance due under the terms of this Certificate. Your provider may request payment of deductible, copayment, or coinsurance due from you at the time of service.

If you receive and pay for services from an Out-of-Network provider, you may need to fill out a claim form and submit it to Patriot. Claim forms are available online at www.patriothealthcare.com or you may request a form to be sent to you by mail by calling Patriot Member Support at the number noted below.

Be sure to keep all receipts and other documents related to the service you received from an Out-of-Network provider. You will need to submit these with your completed claim form.

Patriot will pay 50% of the Allowed Charge after you meet your deductible, for covered services from an Out-of-Network provider. The total amount paid by Patriot for all Out-of-Network services is limited to \$100,000 per member per year. If the provider charges more than the Allowed Charge, you will be responsible for paying the amount charged by the provider in excess of the amount covered by Patriot. Patriot reserves the right to pay either you or the Out-of-Network provider. You cannot assign your right to receive payment to any other person or entity.

Prompt Payment of Claims. Subject to applicable copayments, deductibles and coinsurance, Patriot will pay claims for Covered Services rendered by New Hampshire health care providers within 30 calendar days upon receipt of a clean written claim or 15 calendar days upon receipt of a clean electronic claim in

accordance with New Hampshire's Prompt Payment statute (RSA 415:18-k). Claims for out-of-network services provided outside of New Hampshire will be paid within 45 calendar of Patriot's receipt of your completed claim form and supporting documentation.

9. YOUR APPEAL RIGHTS

Your satisfaction with your health plan is important to us. Many questions and complaints can be easily resolved simply by calling Patriot Member support at the number noted below. We will do our best to answer your questions and address any complaints quickly and courteously.

If you are not satisfied with the results of your call to Patriot Member Support, you may start the appeals procedure outlined below.

Submitting an Appeal. To initiate an appeal, you must submit a written request to Patriot within 365 days of your receipt of the decision you wish to appeal. Your appeal must be mailed to:

Patriot Healthcare Appeals
37 Industrial Avenue, Suite E
Exeter, NH 03833-4593

If your appeal relates to a mental health or substance abuse service, your appeal must be mailed to:

BHN Appeals
Suite 300
1 Pillsbury Street
Concord, NH 03301-3556

Your letter should state all the reasons why you feel your appeal should be approved and include any information supporting your appeal.

If you need help preparing your appeal, Patriot Member Support will assist you. If you are unable or choose not to write, or if you need assistance preparing your appeal, you may call Patriot Member Support at the number noted below or BHN at 1.800.592.6605.

Level One Review. Your appeal will be reviewed and the decision made by someone not involved in the initial decision. Appeals involving Medical Necessity or clinical appropriateness will be considered by a health care professional. For level one appeals, we will respond in writing with a decision within 15 calendar days after we receive an appeal for a required pre-service or concurrent care coverage determination, and within 30 calendar days after we receive an appeal for a post-service coverage determination. If more time or information is needed to make the determination, we will notify you in writing to request an extension of up to 15 calendar days and to specify any additional information needed to complete the review. If your appeal involves urgent care, we will notify you within 24 hours after your appeal is filed if additional information is needed to review your appeal.

You may request that the appeal process be expedited if, (a) the time frames under this process would seriously jeopardize your life, health or ability to regain maximum functionality or in the opinion of your physician would cause you severe pain which cannot be managed without the requested services; or (b) your appeal involves an ongoing inpatient hospital stay.

When an appeal is expedited, Patriot will call to inform you of its decision within 72 hours. Patriot will follow-up the call with a written decision within 2 business days after your appeal is filed. If the expedited review involves ongoing urgent care services, the services will continue without liability to you until Patriot notifies you of its determination.

Determination of Level One Review. You will receive a written notice of Patriot's decision. The written response will include:

- The title and credentials of the person(s) reviewing your appeal;
- A summary of the decision you are appealing;
- Patriot's decision stated in clear terms including reasons and supporting facts, including contract terms and medical rationale, in sufficient detail to permit you to respond further to the decision if you choose;
- Reference to any evidence or documentation used as a basis for the decision; and
- A description of your right to further review of the decision.

Level Two Review. If you are not satisfied with the level one appeal decision, you may request a second level review of your claim. You must initiate your second level review within 180 days of the date you receive notice of Patriot's decision on your first level review. To initiate a level two review, you must mail your request to:

Patriot Healthcare Second Level Appeals
37 Industrial Avenue, Suite E
Exeter, NH 03833-4593

If your second level appeal relates to a mental health or substance abuse service, your appeal must be mailed to:

BHN Appeals
Suite 300
1 Pillsbury Street
Concord, NH 03301-3556

Your second level review will be conducted by a Patriot appeals committee. The committee which reviews your appeal will have a minimum of three people. No one involved in the prior decision may vote on your second level review. For cases involving medical necessity or clinical appropriateness, the committee will consult with at least one physician in the same or similar specialty as the care under consideration. You may present any pertinent information to the committee in writing, in person or by conference call.

For reviews of pre-service and concurrent care decisions, the appeal committee will send you a written decision within 15 days. For reviews of post-service decisions, the appeal committee will send you a written decision within 30 days.

You may request that your second level review be expedited if, (a) the time frames under this process would seriously jeopardize your life, health or ability to regain maximum functionality or would cause you severe pain which cannot be managed without the requested services; or (b) your review involves a continuing inpatient hospital stay.

If your second level review is expedited, Patriot will call to inform you of the committee's decision within 72 hours after your second level appeal is filed. Patriot will follow-up the call with a written decision within 2 business days. If the expedited review involves ongoing urgent care services, the services will continue without liability to you until Patriot notifies you of its determination.

If the committee requires more time or information to make the determination, you will be notified in writing of the need for an extension of up to 15 days. The notice will include the reasons for the extension and a list of any additional information the committee needs from you in order to make its decision.

Notice of Determination on Second Level Review. You will receive a written notice of Patriot's decision. The notice will include:

- The titles and credentials of the committee members;
- A statement of the committee's understanding of your grievance, the issues you raised and all pertinent facts;
- The rationale for the Committee's decision;
- Reference to any evidence or documentation considered by the Committee in reaching its decision;
- If the decision is adverse to you, a written statement of the clinical rationale, including the clinical review criteria used to make the decision; and
- A statement of your right to file an external review.

External Review. New Hampshire law gives you the right to an external review of a decision by Patriot that your service was not medically necessary or that the service was experimental or investigational. The review will be conducted by an independent review organization certified by the New Hampshire Insurance Department. You must submit your request for an expedited review within 180 days of the date of Patriot's decision on your second level review, or, if a decision was not made, 180 days from the date the decision was due. Your request should be mailed to:

Independent External Review
New Hampshire Insurance Department
21 South Fruit Street, Suite 14
Concord, NH 03301-7317

Call the Insurance Department at 1.800.852.3416 or 603.271.2261 if you have questions or need help with your review.

10. GENERAL PROVISIONS

False Statements. Statements made in your signed enrollment application are deemed representations and not warranties. A false statement contained in your signed enrollment form may void your coverage or reduce benefits otherwise available under this Certificate. No other statement shall void or reduce the benefits available under this Certificate.

Broker's Authority. No broker or agent has authority to change the terms of this Certificate or to waive any of its provisions without Patriot's written approval. No change in the terms of this Certificate shall be valid unless approved in writing by Patriot.

Certificate Not Contestable. The validity of this Certificate shall not be contested except for nonpayment of premiums, after it has been in force for 2 years from the effective date of your coverage. No statement made by any person covered under this Certificate shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of 2 years unless it is contained in a written instrument signed by the person making such statement.

11. DEFINITIONS

Allowed Charge means the lower of (a) the amount billed for a service by an Out-of-Network provider, (b) the Medicare fee schedule amount for the service for the geographic area, if any, or (c) the usual and customary amount paid for the service.

Remember: If you go to an out-of-network provider, Patriot will pay for 50% of the Allowed Charge after you meet your deductible, and you are responsible for paying the balance billed by the Provider.

Benefits Summary means the brief description of your coverage which you received with this Certificate. Your Benefits Summary is intended as a convenient reference only. For questions concerning coverage, please consult this Certificate, or contact Patriot Member Support at the number below.

BHN means the Behavioral Health Network. Patriot has arranged with BHN to establish

a network of providers of mental health and substance abuse services for Patriot members. Prior to receiving mental health or substance abuse services, you must call BHN at 1.800.593.6605. BHN will help

you find a network provider and answer other questions about your coverage for mental health and substance abuse services.

Certificate means this certificate of group health benefits issued by Patriot to you in accordance with an agreement between your employer and Patriot.

Coinsurance means the percentage of the payment due to a provider for a Covered Service for which you are responsible. For Covered Services you receive from a provider in the Patriot80 Network, you will be responsible for 20% of the cost of the service after you meet your deductible, and

Patriot will pay the remaining 80%. For Covered Services you receive from an Out-of-Network provider, Patriot pay for 50% of the Allowed Charge after you meet your deductible, and you will be responsible for the balance of the provider's charges.

Copayment means the dollar amount per service you are required to pay for certain services, such as prescriptions drugs and emergency room services, as specified in your Benefits Summary.

Covered Service means medically necessary services which meet all the conditions for coverage, and which are not excluded, under this Certificate.

Deductible means the amount you must pay each calendar year toward your Covered Services before Patriot benefits apply. The amount of your Deductible is stated on your Benefits Summary and may be a Family Deductible or a Single Deductible.

Dependent Student means a dependent child between the ages of 19 and 25 who is enrolled as a full-time student in an accredited secondary school or college.

Facility Services means the following services: ambulatory surgery, magnetic resonance imaging (MRI), computed tomography imaging (CT), hospital outpatient, hospital inpatient, physical therapy and rehabilitation, and durable medical equipment. To receive maximum benefits for Facility Services, you must go to a Patriot100 Provider.

Family Deductible means the total combined amount that you must pay each calendar year toward Covered Services provided to any covered Member of your family before Patriot benefits apply.

Incapacitated Child means a dependent child who is 19 years of age or older and who, due to a mental or physical handicap is incapable of earning his or her own living, provided that the employee has submitted proof of such capacity to Patriot within 31 days following the child's 19th birthday, and further provided the employee provides updated proof of such capacity from time to time as requested by Patriot.

Medically Necessary or Medical Necessity refers to a health service that is:

- Recommended by the Member's treating physician;
- Appropriate and necessary for the diagnosis and treatment of the Member's covered medical condition;
- Not primarily for the convenience of the Member, the Member's family, or a provider;
- An appropriate level of service or supply, as determined by reference to potential benefits and harms to the patient;
- Considered to be effective in improving health outcomes, as determined in the first instance by reference to scientific evidence, then by generally accepted standards of medical practice, or, lacking these, by expert opinion; and
- Cost-effective for the condition compared to alternative interventions with similar expected outcomes.

Member means a person who is eligible for and who enrolls in the coverage provided under this Certificate.

Out-of-Network Provider means a healthcare provider or facility that is not a Patriot100 or Patriot80 Network Provider.

Patriot or Patriot Healthcare means Patriot Health Insurance Company, Inc., a New Hampshire corporation licensed to do business in the State by the New Hampshire Insurance Commissioner.

Patriot100 Network or Patriot100 Provider means a physician or healthcare facility that is listed in the Patriot100 Network directory. You can call Patriot Member Support at the number noted below to find out if a provider or facility is in the Patriot100 Network.

Patriot80 Network or Patriot80 Provider means a healthcare facility that is listed in Patriot's Patriot80 Network directory. You can call Patriot Member Support at the number noted below to find out if a provider or facility is in the Patriot80 Network.

Patriot Transplant Provider means a facility that provides organ transplant services and is listed in Patriot's Provider directory as a Patriot Transplant Provider. If you have questions about whether a provider is a Patriot Transplant Provider, please call Patriot Member Support at the number below.

Service Area means the State of New Hampshire and any immediately adjoining states.

Single Deductible means the amount you pay toward your Covered Services each year if your plan only covers one person.

**Patriot Health Insurance Company, Inc.
d/b/a Patriot Healthcare**

***Changes Relating to
Mental Health and Substance Abuse Benefits
Signature and Traditional Plan***

We have issued this Rider to amend the Signature and Traditional Plans Certificate of Group Health Benefits applicable all members effective January 1, 2007. Patriot Healthcare will no longer be using the Behavioral Health Network as its preferred network and customer service provider for mental health and substance abuse benefits. Therefore, the Certificate of Group Health Benefits is hereby amended to read as follows:

1. Replace Section 5 of the Certificate with the following:

5. MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

IMPORTANT
Please call Patriot Member Support before you receive mental health or substance abuse services.
Call 1.800.597.7728

- Obsessive-compulsive disorder;
- Panic disorder;
- Pervasive developmental disorder or autism;
- Chronic post-traumatic stress disorder.

Coverage for Biologically Based Illnesses. After you meet your deductible, Patriot will pay 100% of the cost of mental health and substances abuse services from a Patriot100 or Patriot80 Provider for biologically based illnesses.

Biologically based illnesses include the following mental illnesses as defined in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association:

- Schizophrenia and other psychotic disorders;
- Schizoaffective disorder;
- Major depressive disorder;
- Bipolar disorder
- Anorexia nervosa and bulimia nervosa;

To find out if a provider is a Patriot100 or Patriot80 Provider, please visit our website or call the Member Support number noted below.

If you choose go to a provider who is not a Patriot100 or Patriot80 Provider, Patriot will pay 50% of the Allowed Charge after you meet your deductible, up to the benefit cap described below. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Mental Health Benefit Cap. All mental health services, other than services for illnesses which are biologically based, are subject to a combined benefit cap of \$3,000 per member per calendar year and \$10,000 per member per lifetime. This benefit cap is referred to as the "Mental Health Benefit Cap." The Mental Health

33 South Commercial St.
Manchester, NH 03101

Benefit Cap applies to both network and out-of-network providers.

Coverage for Outpatient Mental Health Services. After you meet your deductible, and subject to the Mental Health Benefit Cap stated above, Patriot will pay 100% of the cost of medically necessary office visits with a Patriot100 or Patriot80 Provider.

After you meet your deductible, and subject to the Mental Health Benefit Cap stated above, Patriot will pay 50% of the Allowed Charge of medically necessary office visits with an out-of-network mental health provider. In addition, the maximum Patriot will pay for all Out-of-Network services in one year is \$100,000 per member.

Coverage for Inpatient Mental Health Services. After you meet your deductible, and subject to the Mental Health Benefit Cap stated above, Patriot will pay 100% of the cost of inpatient treatment for medically necessary mental health or substance abuse services at a Patriot100 or Patriot80 Provider.

After you meet your deductible, and subject to the Mental Health Benefit Cap stated above, Patriot will pay 50% of the Allowed Charge for inpatient treatment for medically necessary mental health and substance abuse services at an out-of-network provider. In addition, out-of-network services are subject to the combined out-of-network benefit limit of \$100,000 per member per year for all out-of-network services combined.

Outpatient Substance Abuse Services. After you meet your deductible, Patriot will pay 100% of the cost of medically necessary outpatient detoxification and rehabilitation services with a Patriot100 or Patriot80 Provider up to a maximum of 20 visits per member per year.

After you meet your deductible, Patriot will pay 50% of the cost of medically necessary outpatient detoxification and

rehabilitation services with a Patriot100 or Patriot80 Provider up to a maximum of 20 visits per member per year.

The 20 visit benefit maximum applies to all outpatient substance abuse visits including both network and out-of-network visits. In addition, all out-of-network services are subject to the combined out-of-network benefit limit of \$100,000 per member per year for all out-of-network services combined.

Inpatient Substance Abuse Services. After you meet your deductible, Patriot will pay 100% of the cost of medically necessary inpatient detoxification and rehabilitation services with a Patriot100 or Patriot80 Provider up to a maximum of \$3,000 per member per year.

After you meet your deductible, Patriot will pay 50% of the cost of medically necessary inpatient detoxification and rehabilitation services with an Out-of-network provider up to a maximum of \$3,000 per member per year.

The \$3,000 per member per year benefit maximum described above applies to all inpatient substance abuse services, including both network and out-of-network visits. In addition, all out-of-network services are subject to the combined aggregate outof-network benefit limit of \$100,000 per member per year.

Excluded Mental Health and Substance Abuse Services. In addition to the exclusions and limitations set out in Section 7, Patriot will not pay for the following mental health and substance abuse services:

- Nerve stimulation;
- Treatment of addictive behaviors that do not involve abuse of or dependence on a chemical substance, including but not limited to gambling addiction, internet addiction, and sex addiction;

- Support therapies, including but not limited to pastoral counseling, assertiveness training, dream therapy, music or art therapy, recreational therapy, smoking cessation, stress management, and self-help training;
- Psychological and psychotherapeutic treatment for conditions related to autistic disease of childhood or mental retardation, except interventions for acute, brief episodes when other diagnoses are present;
- Methadone maintenance services, or any other program or service targeting opiate use that involves maintenance of a chemical dependence.

2. Delete all references to Behavioral Health Network in Section 9 entitled “Your Appeal Rights,” so that Section 9 reads as follows:

9. YOUR APPEAL RIGHTS

Your satisfaction with your health plan is important to us. Many questions and complaints can be easily resolved simply by calling Patriot Member support at the number noted below. We will do our best to answer your questions and address any complaints quickly and courteously.

If you are not satisfied with the results of your call to Patriot Member Support, you may start the appeals procedure outlined below.

Submitting an Appeal. To initiate an appeal, you must submit a written request to Patriot within 365 days of your receipt of the decision you wish to appeal. Your appeal must be mailed to:

Patriot Healthcare Appeals
37 Industrial Avenue, Suite E
Exeter, NH 03833-4593

Your letter should state all the reasons why you feel your appeal should be approved and include any information supporting your appeal.

If you need help preparing your appeal, Patriot Member Support will assist you.

If you are unable or choose not to write, or if you need assistance preparing your appeal, you may call Patriot Member Support at the number noted.

Level One Review. Your appeal will be reviewed and the decision made by someone not involved in the initial decision. Appeals involving Medical Necessity or clinical appropriateness will be considered by a health care professional. For level one appeals, we will respond in writing with a decision within 15 calendar days after we receive an appeal for a required pre-service or concurrent care coverage determination, and within 30 calendar days after we receive an appeal for a post-service coverage determination. If more time or information is needed to make the determination, we will notify you in writing to request an extension of up to 15 calendar days and to specify any additional information needed to complete the review. If your appeal involves urgent care, we will notify you within 24 hours after your appeal is filed if additional information is needed to review your appeal.

You may request that the appeal process be expedited if, (a) the time frames under

this process would seriously jeopardize your life, health or ability to regain maximum functionality or in the opinion of your physician would cause you severe pain which cannot be managed without the requested services; or (b) your appeal involves an ongoing inpatient hospital stay.

When an appeal is expedited, Patriot will call to inform you of its decision within 72 hours. Patriot will follow-up the call with a written decision within 2 business days after your appeal is filed. If the expedited review involves ongoing urgent care services, the services will continue without liability to you until Patriot notifies you of its determination.

Determination of Level One Review. You will receive a written notice of Patriot's decision. The written response will include:

- The title and credentials of the person(s) reviewing your appeal;
- A summary of the decision you are appealing;
- Patriot's decision stated in clear terms including reasons and supporting facts, including contract terms and medical rationale, in sufficient detail to permit you to respond further to the decision if you choose;
- Reference to any evidence or documentation used as a basis for the decision; and
- A description of your right to further review of the decision.

Level Two Review. If you are not satisfied with the level one appeal decision, you may request a second level review of your claim. You must initiate your second level review within 180 days of the date you receive notice of Patriot's decision on your first level review. To initiate a level two review, you must mail your request to:

Patriot Healthcare Second Level Appeals
37 Industrial Avenue, Suite E
Exeter, NH 03833-4593

Your second level review will be conducted by a Patriot appeals committee. The committee which reviews your appeal will have a minimum of three people. No one involved in the prior decision may vote on your second level review. For cases involving medical necessity or clinical appropriateness, the committee will consult with at least one physician in the same or similar specialty as the care under consideration. You may present any pertinent information to the committee in writing, in person or by conference call.

For reviews of pre-service and concurrent care decisions, the appeal committee will send you a written decision within 15 days. For reviews of post-service decisions, the appeal committee will send you a written decision within 30 days.

You may request that your second level review be expedited if, (a) the time frames under this process would seriously jeopardize your life, health or ability to regain maximum functionality or would cause you severe pain which cannot be managed without the requested services; or (b) your review involves a continuing inpatient hospital stay.

If your second level review is expedited, Patriot will call to inform you of the committee's decision within 72 hours after your second level appeal is filed. Patriot will follow-up the call with a written decision within 2 business days. If the expedited review involves ongoing urgent care services, the services will continue without liability to you until Patriot notifies you of its determination.

If the committee requires more time or information to make the determination, you will be notified in writing of the need for an extension of up to 15 days. The notice will include the reasons for the extension and a list of any additional information the committee needs from you in order to make its decision.

Notice of Determination on Second Level Review. You will receive a written notice of Patriot's decision. The notice will include:

- The titles and credentials of the committee members;
- A statement of the committee's understanding of your grievance, the issues you raised and all pertinent facts;
- The rationale for the Committee's decision;
- Reference to any evidence or documentation considered by the Committee in reaching its decision;
- If the decision is adverse to you, a written statement of the clinical rationale, including the clinical review criteria used to make the decision; and
- A statement of your right to file an external review.

External Review. New Hampshire law gives you the right to an external review of

a decision by Patriot that your service was not medically necessary or that the service was experimental or investigational. The review will be conducted by an independent review organization certified by the New Hampshire Insurance Department. You must submit your request for an expedited review within 180 days of the date of Patriot's decision on your second level review, or, if a decision was not made, 180 days from the date the decision was due. Your request should be mailed to:

Independent External Review
New Hampshire Insurance Department
21 South Fruit Street, Suite 14
Concord, NH 03301-7317

Call the Insurance Department at 1.800.852.3416 or 603.271.2261 if you have questions or need help with your review.

