

## Description of Coverage Outpatient Prescription Drug Plan

This is a description of coverage for the Outpatient Prescription Drug Plan. It is a summary only and is not a policy or a contract of insurance.

**Eligibility:** Each person must be actively enrolled in the Bronze Plan or Silver Plan and his or her Eligible Dependents.

The benefit amounts are payable for Medically Necessary Covered Charges incurred by an insured person for the purchase of outpatient Prescription Drugs from a contracted Participating or Non-Participating Pharmacy. The Deductible must be satisfied before any benefits are payable, and any Co-payment must be paid for each Prescription Drug filled or authorized refill.

All benefit amounts are subject to the applicable monthly and annual per member benefit maximums.

The insured person will be given a prescription drug card. The insured person is required to present the prescription drug card to the contracted Participating Pharmacy. The maximum covered supply is 30 days at a Retail pharmacy, and 90 days at Mail Service. When a Prescription Drug card is used at a contracted Participating Pharmacy, benefits are assigned to the Participating Pharmacy. If an insured person purchases a Prescription Drug at a Non-Participating Pharmacy or purchases a Prescription Drug at a contracted Participating Pharmacy without the prescription drug card, the Insured Person must pay the full cost for the Prescription Drug at the time of purchase and complete a claim form. Reimbursement, subject to the contracted Participating Pharmacy Rate and the Co-payment, will be made directly to the Insured when a Non-Participating Pharmacy is used or where purchase is made without the Prescription Drug card at a contracted Participating Pharmacy.

Insurance will become effective the later of the Policy effective date, or on the first day of the calendar month following receipt of the completed enrollment application, provided the required premium is paid.

Insurance will end on the date the Policy terminates, the date the insured person is no longer eligible as described above, or the date the period ends for which premium has been paid.

### **Outline of Plan Benefits:**

**Benefit Amount:** 100% of Covered Charges, after any Deductible and Co-pay, subject to any maximums.

**Benefit Period:** Twelve (12) months following the Effective Date of coverage

**Benefit Maximums:**

Individual Monthly Maximum: \$1,000 and Family Monthly Maximum: \$2,000

**Deductible Per Benefit Period:** \$1,000 Individual and \$2,000 Family

**Tier 1 Co-Pay: Retail & Mail**

1-34 Day Supply-\$10.00

35-62 Day Supply-\$20.00

63-93 Day Supply-\$30.00

**Tier 2 Co-Pay: Retail & Mail**

1-34 Day Supply-\$30.00

35-62 Day Supply-\$60.00

63-93 Day Supply-\$90.00

### **All non-formulary drugs**

Member pays 100% of negotiated, discounted price.

Prescription Drug means all Outpatient Medically Necessary Legend Drugs that are non-injectable medications shown on the Formulary, unless otherwise specifically excluded. Outpatient means a Prescription Drug is not taken in or administered by a hospital or any other health care facility or office. All over-the-counter and injectable medications are excluded. If classifications contain both prescribed and over-the-counter or both injectable and non-injectable products, only the non-injectable or prescribed products will be covered.

Exclusions: Prescription Drug benefits are not payable for the following items:

1. All over-the-counter products and medications unless shown under the definition of Prescription Drug, including, but not limited to, electrolyte replacement, infant formulas, miscellaneous nutritional supplements and all other over-the-counter products and medications.
2. Blood glucose meters; insulin injecting devices.
3. Depo-Provera; levonorgestral; condoms, contraceptive sponges and spermicides; sexual dysfunction drugs.
4. Biologicals (including allergy tests); blood products, growth hormones, hemophilic factors; MS injectables; immunizations; all other injectables unless shown under the definition of Prescription Drug.
5. Aerochamber, Aerochamber with Mask; Peak Flow Meter; all other medical supplies and durable medical equipment unless shown under the definition of Prescription Drug.
6. Liquid nutritional supplements; pediatric Legend Drug vitamins; prescribed versions of Vitamins A, D, K, B12, Folic Acid and Niacin - used in treatment versus as a dietary supplement; all other Legend Drug vitamins and nutritional supplements.
7. Anorexiant; any cosmetic drugs including, but not limited to, Renova, skin pigmentation preps; Any drugs or products used for the treatment of baldness; Topical dental fluorides.
8. Refills in excess of that specified by the Prescriber; or refills dispensed after one year from the original date of the prescription.
9. Any drug labeled "Caution - limited by Federal Law for Investigational Use" or experimental drugs.
10. Any drug which the Food and Drug Administration has determined to be contraindicated for the specific treatment.
11. Drugs needed due to conditions caused, directly or indirectly, by an Insured taking an active part in a riot or other civil disorder: or the Insured taking part in the commission of a felony.
12. Drugs needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war; or drugs dispensed to an Insured while on active duty in any armed force.
13. Any expenses related to the administration of any drug.
14. Needles or syringes unless shown under the definition of Prescription Drug.
15. Drugs or medicines taken while in or administered by a hospital or any other health care facility or office.
16. Drugs covered under Worker's Compensation, Medicare, Medicaid or other Governmental programs.
17. Drugs, medicines or products, which are not Medically Necessary.

18. Diaphragms; Oral Contraceptives; Erectile dysfunction Legend drugs unless specifically listed in the definition of Prescription Drug; Infertility Legend drugs.
19. Epi-Pen, Epi-Pen Jr, Ana-Kit, Ana-Guard; Glucagon-auto injection; Imitrex-auto injection.
20. Smoking deterrents, Legend or over-the-counter.
21. Vacation supplies and replacement of lost, stolen, spilled, broken or dropped Prescription Drugs.
22. All newly marketed pharmaceuticals or currently marketed pharmaceuticals with a new FDA approved indication for a period of one year from such FDA approval for its intended indication.

Dispensing Limits and Authorized Refills:

Retail Pharmacy: Limited to a maximum 30-day supply.

Mail Service: Limited to a maximum 90-day supply.

**Definitions:**

**“Co-Pay”** means the minimum portion of each Prescription Drug charge an Insured must pay.

**“Covered Charge”** means the necessary and reasonable expenses incurred by an Insured for a Medically Necessary out-patient Prescription Drug that: 1) requires a written prescription by a Prescriber; 2) is dispensed in the Insured’s name by a licensed pharmacist; 3) is approved for treatment of the Insured’s illness or injury; 4) is not specifically excluded under the Certificate; 5) the Insured is legally obligated to pay; 6) has received Prior Authorization, if required; and 7) is not taken while in or administered by a hospital or any other health care facility or office.

**“Eligible Dependent”** means a person listed below:

1. Insured’s spouse;
2. Insured’s unmarried dependent child under age 19 who is your natural or adopted child, step-child, foster-child or child for whom the Insured is a legal guardian and who is primarily dependent on the Insured for support and maintenance;
3. Insured’s unmarried child age 19 or older but less than age 25 who is: a) not regularly employed on a full-time basis; b) primarily dependent upon the Insured for support and maintenance; and c) enrolled as a full-time student in an accredited education institution or licensed trade school; or
4. Insured’s unmarried child who has reached age 19 and who is: a) primarily dependent upon the Insured for support and maintenance; and b) incapable of self-sustaining employment by reason of mental retardation, mental illness or disorder or physical handicap. Proof of the child’s incapacity or dependency must be furnished for an already enrolled child who reaches the age limitation, or when the Insured enrolls a new disabled child under the plan.

**“Generic Drug”** means therapeutically equivalent drugs as determined by the Food and Drug Administration which are identical to the Brand Name drugs in strength or concentration, dosage form, intended use and how it is taken.

**“Legend, Legend Drug or Legend Vitamin”** means any medical substance whose label is required to bear the legend “Caution: Federal Law Prohibits Dispensing Without A Prescription” or a state restricted drug that may not require a prescription under Federal Law, but does require one under state law.

**“Medically Necessary”** means that the Prescription Drug is necessary and appropriate for the diagnosis or treatment of a condition based on generally accepted current medical practice. A Prescription Drug is NOT considered Medically Necessary if: 1) is provided only as a convenience to the Insured or provider; 2) is not appropriate treatment for the Insured’s diagnosis or symptoms; 3) exceeds (in scope, duration or intensity) that level of care needed to provide safe, adequate and appropriate diagnosis or treatment; or 4) is part of a plan of treatment that is experimental, unproven or related to a research protocol. Because any particular Prescriber may prescribe, order, recommend, or approve a Prescription Drug does not, of itself, make the service or supply Medically Necessary.

**“Non-Participating Pharmacy”** means a pharmacy that does not participate in a program used to provide Prescription Drugs in accordance with the provisions of the Policy.

**“Participating Pharmacy”** means a pharmacy that has agreed to participate in a program used to provide Prescription Drugs in accordance with the provisions of the Policy.

This is a brief summary of benefits only and is subject to the terms conditions, exclusions and limitations.