HCC LIFE INSURANCE COMPANY
225 TownPark Drive, Suite 350
Kennesaw, Georgia 30144
1-800-447-0460

Specified Disease - Organ & Tissue Transplant Certificate

Administrative Office:
HCC Life Insurance Company
3600 Woodview Trace, Suite 180
Indianapolis, Indiana 46268
(888) 449-2377

POLICYHOLDER: Rush County Employees (IN)
POLICYHOLDER ADDRESS: Courthouse, 101 E. 2nd Street Rushville, IN 46173
POLICY NUMBER: HCCLOT40904
POLICY EFFECTIVE DATE: 08/01/2019

HCC Life Insurance Company issues this Certificate as evidence of coverage under the Policy issued to the Policyholder, subject to all Policy provisions. The Policy may be amended, changed, cancelled or discontinued without the consent of any Participant.

THIS IS GROUP SPECIFIED DISEASE COVERAGE AND IS NOT INTENDED TO BE A MAJOR MEDICAL HEALTH PLAN. THIS COVERAGE IS INTENDED TO QUALIFY AS AN “EXCEPTED BENEFIT” UNDER FEDERAL AND STATE LAW.

PLEASE READ THIS CERTIFICATE CAREFULLY FOR A FULL DESCRIPTION OF THE BENEFITS, EXCLUSIONS, AND LIMITATIONS.

This Certificate is issued by Us as of the Policy Effective Date, but is not valid unless countersigned by Our duly authorized representative.

President

Vice President and General Counsel

HCCL OTT-2018 CERT IN 1 of 27
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCHEDULE OF BENEFITS</td>
<td>3</td>
</tr>
<tr>
<td>BENEFIT PROVISIONS</td>
<td>6</td>
</tr>
<tr>
<td>INSURING AGREEMENT</td>
<td>6</td>
</tr>
<tr>
<td>NOTIFICATION REQUIREMENTS</td>
<td>6</td>
</tr>
<tr>
<td>COVERED TRANSPLANT SERVICES</td>
<td>6</td>
</tr>
<tr>
<td>TRANSPLANT INDEMNITY PROVISION</td>
<td>8</td>
</tr>
<tr>
<td>PRE-EXISTING CONDITION WAITING PERIOD</td>
<td>9</td>
</tr>
<tr>
<td>MULTIPLE TRANSPLANTS</td>
<td>9</td>
</tr>
<tr>
<td>NON-PERFORMANCE OF COVERED TRANSPLANT PROCEDURES</td>
<td>9</td>
</tr>
<tr>
<td>TRANSPLANT NURSE ADVISOR</td>
<td>9</td>
</tr>
<tr>
<td>TRAVEL, LODGING, AND MEALS BENEFIT</td>
<td>10</td>
</tr>
<tr>
<td>AMBULANCE BENEFIT</td>
<td>10</td>
</tr>
<tr>
<td>DISABILITY, LEAVE OF ABSENCE, OR LAYOFF</td>
<td>10</td>
</tr>
<tr>
<td>CLAIMS PROVISIONS</td>
<td>11</td>
</tr>
<tr>
<td>APPEAL AND GRIEVANCE PROCEDURES</td>
<td>12</td>
</tr>
<tr>
<td>COORDINATION OF BENEFITS</td>
<td>14</td>
</tr>
<tr>
<td>EXCLUSIONS</td>
<td>16</td>
</tr>
<tr>
<td>TERMINATION PROVISIONS</td>
<td>18</td>
</tr>
<tr>
<td>GENERAL PROVISIONS</td>
<td>19</td>
</tr>
<tr>
<td>DEFINITIONS</td>
<td>21</td>
</tr>
<tr>
<td>APPENDIX – COVERED SPECIFIED DISEASES</td>
<td>26</td>
</tr>
</tbody>
</table>
SCHEDULE OF BENEFITS

POLICY YEAR: 08/01/2019 through 07/31/2020

COVERED TRANSPLANTS: The following transplant procedures are covered as long as the transplant is the result of one of the Covered Specified Diseases set forth in the Appendix.

☒ Heart
☒ Lung/Double Lung
☒ Kidney (living or deceased donor)
☒ Pancreas
☒ Liver (living or deceased donor)
☒ Intestine

☒ Heart/ Lung
☒ Kidney/ Pancreas
☒ Kidney/Liver
☒ Liver/Intestine
☒ Pancreas/Intestine
☒ Other (specify):
☒ Autologous Bone Marrow
Peripheral Stem Cell
Including High Dose Chemo

☒ Allogeneic Bone Marrow - Peripheral Stem Cell – Cord Blood
Including High Dose Chemo (related)

☒ Allogeneic Bone Marrow - Peripheral Stem Cell - Cord Blood
Including High Dose Chemo (unrelated)

TRANSPLANT BENEFIT PERIOD:

The Transplant Benefit Period begins on the date of Transplant Evaluation for a Covered Transplant Procedure.

The Transplant Benefit Period ends on the earliest of the following dates:
1. The end of the 365th day following the Covered Transplant Procedure;
2. The date the Participant's Lifetime Limit has been reached under the Policy, if applicable;
3. The date the Policy terminates, but only if:
   a. The Policyholder cancels the Policy prior to the last day of the current Policy Year; or
   b. The Participant’s Transplant Benefit Period has begun, but such Participant has not received a Covered Transplant Procedure as of the date of termination of the Policy;
4. The date the Participant's COBRA benefits terminate, if applicable; or
5. The date established by the Non-Performance of Covered Transplant Procedures provision.

If there is no Transplant Evaluation, the Transplant Benefit Period begins on the date of a Covered Transplant Procedure.

For a bone marrow/peripheral stem cell tissue transplant, the date the tissue is re-infused is deemed to be the date of the Covered Transplant Procedure.

All benefits provided during a Transplant Benefit Period that extend beyond the Policy Year will be based on the Policy terms in effect at the start of the Transplant Benefit Period.

A Transplant Benefit Period cannot begin prior to the date the Participant first becomes covered under the Policy.
SCHEDULE OF BENEFITS  
(Continued)

LIFETIME LIMIT: Unlimited

The following charges are included within and reduce each Participant’s Lifetime Limit, if applicable:
1. All benefits paid on behalf of the Participant (including covered donor charges) under the Policy and any preceding or succeeding Organ & Tissue Transplant Policy or Specified Disease-Organ & Tissue Transplant Policy between the Policyholder and Us or National Union Fire Insurance Company of Pittsburgh, Pa.; and
2. All benefits paid by Us under the Travel Benefit provision.

REIMBURSEMENT AMOUNTS:
A. PARTICIPATING PROVIDER: ............ 100% of Covered Charges for Covered Transplant Services provided through a Participating Transplant Provider.

B. NONPARTICIPATING PROVIDER: ...... 80% of Covered Charges for Covered Transplant Services provided through a Nonparticipating Transplant Provider with respect to the type of Covered Transplant Procedure performed. Benefits for Covered Transplant Services provided through a Nonparticipating Transplant Provider will not exceed the Maximum Benefit stated below:

<table>
<thead>
<tr>
<th>COVERED TRANSPLANT PROCEDURE</th>
<th>MAXIMUM BENEFIT FOR ALL COVERED TRANSPLANT SERVICES PROVIDED BY A NONPARTICIPATING TRANSPLANT PROVIDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heart</td>
<td>$488,000</td>
</tr>
<tr>
<td>Lung (Single)</td>
<td>$349,000</td>
</tr>
<tr>
<td>Lung (Double)</td>
<td>$442,000</td>
</tr>
<tr>
<td>Kidney (living or deceased donor)</td>
<td>$170,000</td>
</tr>
<tr>
<td>Pancreas</td>
<td>$162,000</td>
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<tr>
<td>Liver (living or deceased donor)</td>
<td>$332,000</td>
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<tr>
<td>Intestine</td>
<td>$517,000</td>
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<tr>
<td>Heart/Lung</td>
<td>$745,000</td>
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<tr>
<td>Kidney/Pancreas</td>
<td>$253,000</td>
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<tr>
<td>Kidney/Liver</td>
<td>$637,000</td>
</tr>
<tr>
<td>Liver/Intestine</td>
<td>$738,000</td>
</tr>
<tr>
<td>Pancreas/Intestine</td>
<td>$738,000</td>
</tr>
<tr>
<td>Liver/Pancreas/Intestine</td>
<td>$738,000</td>
</tr>
<tr>
<td>Autologeneic Bone Marrow/Peripheral Stem Cell Including High Dose Chemotherapy</td>
<td>$200,000</td>
</tr>
<tr>
<td>Allogeneic Bone Marrow/Peripheral Stem Cell/Cord Blood Including High Dose Chemotherapy - related</td>
<td>$334,000</td>
</tr>
<tr>
<td>Allogeneic Bone Marrow/Peripheral Stem Cell/Cord Blood Including High Dose Chemotherapy - unrelated</td>
<td>$394,000</td>
</tr>
</tbody>
</table>

C. SECONDARY PAYER: .......................... If any other medical plan pays benefits as primary, benefits under the Policy will be considered secondary. Such secondary benefits will be the lesser of: a) Covered Charges minus charges paid by the primary payer; or b) the negotiated amount established between the primary payer and the Provider, minus charges paid by the primary payer.
ENDORSEMENTS:  Yes ☐  No ☒

If yes, please specify:

POLICYHOLDER'S MEDICAL PLAN ADMINISTRATOR:

UMR, Inc.

Questions regarding Your coverage or this Certificate should be directed to:

Tokio Marine HCC
3600 Woodview Trace, Suite 180
Indianapolis, Indiana 46268
Attention: Robby Kerr
(888)449-2377

If You need the assistance of the governmental agency that regulates insurance; or if You have a complaint with Us that has been unresolved, You may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461 or (317) 232-2395

Complaints can be filed electronically at www.in.gov/doi.
BENEFIT PROVISIONS

Capitalized, boldfaced terms have special meaning. Please refer to this section, the Schedule of Benefits, and/or Definitions of the Policy for a complete description of such terms.

INSURING AGREEMENT:

Subject to all terms, conditions, limitations, and exclusions, We will pay Covered Charges incurred by You for Covered Transplant Services performed by a Transplant Provider that are directly related to a Covered Transplant Procedure resulting from one of the Covered Specified Diseases set forth in the Appendix.

NOTIFICATION REQUIREMENTS FOR TRANSPLANTS AND POTENTIAL TRANSPLANTS:

We must be notified as soon as possible by You, the Policyholder, the Policyholder’s Medical Plan Administrator, or Your Physician that a Covered Transplant Procedure is being considered. Notification must occur before the referral is made to the Transplant Provider and services are rendered for any transplant consultation and/or Initial Transplant Evaluation. Notifications must be submitted to:

HCC Life Insurance Company  
3600 Woodview Trace, Suite 180  
Indianapolis, Indiana 46268  
Attention: Transplant Nurse Advisor  
(888) 449-2377

COVERED TRANSPLANT SERVICES:

The following services require Our prior approval and are eligible for coverage if they are provided to You, performed by a Transplant Provider, and directly related to a Covered Transplant Procedure. Complications of donation experienced by the living donor are not covered.

1. Initial Transplant Evaluation. Initial Transplant Evaluation means screening tests, labs, x-rays, scans, procedures (including dental evaluations, x-rays, and examinations), and consultations for You (and any applicable living donor) to determine if You are an appropriate transplant candidate.

2. Ongoing Transplant Evaluation (after You have been approved for a transplant). Ongoing Transplant Evaluation means screening tests, labs, x-rays, scans, procedures, and consultations that occur in order for You to meet the listing requirements according to the United Network for Organ Sharing (UNOS) for solid organ transplantation.

3. Work-Up. Work-Up means screening tests, labs, x-rays, scans, procedures, and consultations to determine the appropriateness for Your transplantation just prior to: a) beginning High Dose Chemotherapy to be followed by bone marrow/stem cell transplantation; or b) admission for solid organ transplantation.
4. **Clinical Trials.** Clinical Trials means those services including and directly related to a Covered Transplant Procedure associated with Your participation in a clinical trial which includes coverage for all Routine Patient Costs associated with Phases I, II, III and IV clinical trials that are federally funded or approved by one or more of the following:
   a. The National Institutes of Health, including the National Cancer Institute (NCI).
   b. The Centers for Disease Control and Prevention.
   c. The Agency for Health Care Research and Quality.
   d. The Centers for Medicare & Medicaid Services.
   e. Cooperative group or center of any of the entities described in a. through d. or the Department of Defense or the Department of Veterans Affairs.
   f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
   g. The Department of Energy.
   h. The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
   i. The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

   Clinical trial coverage is subject to either federal or state law, whichever provides the greater benefit level. If You are not participating in a clinical trial, the proposed treatment plan, protocol, supply, service or drug will be subject to the Experimental and/or Investigational Treatment definition. In either case, coverage is dependent on being Medically Necessary.

5. **Solid Organ Procurement.** Solid Organ Procurement means compatibility testing and procurement expenses for living and deceased donors; donor’s surgical procedure to remove the organ or tissue; and inpatient and outpatient services for living donor.

6. **Bone Marrow or Stem Cell Procurement.** Bone Marrow or Stem Cell Procurement means expenses for:
   a. Procurement from You for autologous bone marrow/stem cell transplant;
   b. Procurement from a living donor for allogeneic bone marrow/stem cell transplant, including compatibility testing of relatives;
   c. Testing/typing of potential unrelated donors;
   d. Tests related to the procurement of bone marrow/stem cells, including human leukocyte antigen typing;
   e. Mobilization and collection of bone marrow and/or stem cells including prescription drugs used to mobilize stem cells; and
   f. Storage (for up to 6 months) of bone marrow/stem cells (autologous or allogeneic) for future use, as long as a bone marrow/stem cell transplant has been scheduled to occur within the same 6 months; and
   g. Bone marrow/stem cell registry search expenses such as from the National Marrow Donor program (NMDP).

7. **Covered Transplant Procedure.** Covered Transplant Procedure means a Medically Necessary adult or pediatric human organ and tissue transplant: a) resulting from one of the Covered Specified Diseases set forth in the Appendix; and b) listed as a Covered Transplant in the Schedule of Benefits that is not Experimental and/or Investigational Treatment.

8. **Transplant Hospitalization.** Transplant Hospitalization means the hospitalization for the Covered Transplant Procedure including inpatient Hospital services, Physician services and ancillary services. For solid organ transplantation, coverage begins 24 hours prior to the transplant procedure and includes Work-Up. Hospitalization of living solid organ donors is covered. For bone marrow/stem cell transplants, coverage begins with the Work-Up immediately prior to beginning High Dose Chemotherapy to include subsequent infusion of autologous or allogeneic bone marrow/stem cells. Bone marrow/stem cell transplantation may be performed as an inpatient or outpatient.
9. **Follow-Up.** Follow-Up means Hospital services (inpatient and outpatient), Physician services, labs, x-rays, procedures, and other diagnostic tests rendered by a Transplant Provider to determine the status of the transplanted organ or tissue after discharge from a Transplant Hospitalization.

10. **Complications after Transplant for Recipient.** Complications after Transplant for Recipient means services, supplies, and prescription drugs to treat complications experienced by the transplant recipient after transplant, such as:
   a. Rejection of a solid organ;
   b. Surgical complications; and
   c. Graft versus host disease of transplanted bone marrow or stem cells.

   Services may be rendered during the Transplant Hospitalization or after discharge from Transplant Hospitalization.

11. **Acute Rehabilitation or Non-Acute Rehabilitation after Discharge from Transplant Hospitalization.** We will pay for up to a total of 15 days/visits for physical rehabilitation, whether inpatient, outpatient, or in the home. In addition, for heart or lung transplant patients, We will pay for up to an additional 36 outpatient cardiac and/or pulmonary rehabilitation sessions.

12. **Home Health Care after Discharge from Transplant Hospitalization.** We will pay for up to a total of 15 home health care visits by a registered nurse to administer intravenous drugs, train the patient (and/or family) for self-administration of drugs, wound care, or similar procedures.

13. **Durable Medical Equipment after Discharge from Transplant Hospitalization.** We will pay for rental of durable medical equipment after discharge from the Transplant Hospitalization. This benefit is limited to the lesser of a total of 15 days of rental or the purchase price of such equipment.

14. **Prescription Drugs.** We will pay for immunosuppressants, prophylactic antibiotics, prophylactic antivirals and prophylactic antifungals that are Medically Necessary after discharge from the Transplant Hospitalization for up to 365 days after the date of transplantation. Drugs used to treat conditions not directly related to the Covered Transplant Procedure are not covered.

**TRANSPLANT INDEMNITY PROVISION**

In the event You obtain a Covered Transplant Procedure, We will pay $5,000 directly to You within 60 days after receiving required proof that the Covered Transplant Procedure has occurred. We may pay benefits directly to any relative We deem appropriate if a benefit is payable and You are: 1) a minor; 2) legally incapable of giving valid receipt and discharge of payment; or 3) deceased.
BENEFIT PROVISIONS
(Continued)

PRE-EXISTING CONDITION WAITING PERIOD:

If You have a Pre-existing Condition on the Policy Effective Date (referred to in the Renewal Endorsement as the Original Policy Effective Date), You are required to fulfill a 12 month waiting period before benefits are provided under the Policy. The waiting period does not apply if You become eligible for coverage after the Policy Effective Date (or Original Policy Effective Date, if applicable), unless You are added to the Medical Plan as a result of the Policyholder acquiring a new group, affiliate, division, and/or subsidiary.

If You receive a transplant during a Pre-Existing Condition Waiting Period, that transplant and all related charges are excluded from coverage under the Policy and subsequent renewals.

MULTIPLE TRANSPLANTS:

If You require more than one Covered Transplant Procedure, benefits are determined as follows:

1. Covered Transplant Procedures that are due to related causes are subject to the same Transplant Benefit Period established by the first Covered Transplant Procedure. However, if the related Covered Transplant Procedures are separate by at least 90 days, a separate Transplant Benefit Period will be established for each procedure.
2. Covered Transplant Procedures that are due to unrelated causes will each have their own Transplant Benefit Period.
3. In no event will benefits provided under the Policy exceed the Participant’s Lifetime Limit shown in the Schedule of Benefits, regardless of the number of Covered Transplant Procedures performed.

NON-PERFORMANCE OF COVERED TRANSPLANT PROCEDURES:

If You have established a Transplant Benefit Period, but the Covered Transplant Procedure is not performed as scheduled due to Your medical condition or death, benefits will be paid for Covered Transplant Services up to and until the earlier of:

1. Your death; or
2. The date Your Physician decides not to perform the Covered Transplant Procedure.

TRANSPLANT NURSE ADVISOR:

We will assign a transplant nurse advisor to facilitate the required prior authorization of all transplant related services, transplant coverage determinations, access to transplant facilities, and ongoing patient support related to transplantation during the Transplant Benefit Period. All Covered Transplant Services require pre-authorization through Your assigned Transplant Nurse Advisor. We may, in certain circumstances, provide benefits for Medically Necessary services, supplies or drugs that would otherwise be excluded from coverage. Such services, supplies or drugs may be covered as a result of changes in standards of care and/or emerging technology not addressed in the Policy. If We provide any benefit not covered under the Policy, this fact shall not be used against Us in any similar case and We shall not be required to extend this benefit to any other Participant.
TRAVEL BENEFIT (LODGING, MEALS AND TRANSPORTATION):

LODGING AND MEALS:

**Your Benefit:** $300 per day. This benefit is paid if You incur lodging and meals expenses during a **Transplant Benefit Period** for travel related to a **Covered Transplant Procedure**. This benefit is subject to the Maximum Travel Benefit shown below.

**Living Donor Benefit:** $300 per day. This benefit is paid if a living donor incurs lodging and meals expenses during a **Transplant Benefit Period** for travel related to a **Covered Transplant Procedure**. The benefit is subject to the Maximum Travel Benefit shown below.

**TRANSPORTATION:**

**Your Benefit:** We will reimburse reasonable and necessary transportation expenses incurred by You and one companion (two companions if You are a minor) during a **Transplant Benefit Period** for transportation related to a **Covered Transplant Procedure**. This benefit is subject to the Maximum Travel Benefit shown below.

**Living Donor Benefit:** We will reimburse reasonable and necessary transportation expenses incurred by a living donor and one companion during a **Transplant Benefit Period** for transportation related to a **Covered Transplant Procedure**. This benefit is subject to the Maximum Travel Benefit shown below.

Transportation includes: automobile; boat; airplane; and train. Automobile mileage reimbursement is based on current federal guidelines for mileage reimbursement.

Lodging, meals and transportation benefits will only be provided once We have received itemized receipts and a completed travel expense form (as supplied by Us).

**Maximum Travel Benefit:** The Maximum Travel Benefit for all eligible travel expenses (lodging, meals and transportation) incurred by You, a living donor, and all eligible companions are limited to a combined Maximum Travel Benefit of $15,000 per **Covered Transplant Procedure**. These travel, lodging, and meal benefits are included within and reduce Your Lifetime Limit, if applicable.

AMBULANCE BENEFIT:

In the event You require immediate, **Medically Necessary** ground or air (jet or helicopter) ambulance transportation to a **Transplant Provider** for treatment related to a **Covered Transplant Procedure**, We will pay the **Reasonable and Customary** travel expenses, as determined by Us, up to the Benefit Limit specified below, for services rendered within the United States by a licensed professional ambulance service, regularly scheduled airline, air ambulance, or railroad. Ambulance transportation (ground or air) requires Our prior approval.

**Benefit Limit:** Up to $25,000 per **Transplant Benefit Period**.

DISABILITY, LEAVE OF ABSENCE, OR LAYOFF:

If You are not actively at work as a result of a disability, leave of absence, Family Medical Leave (as defined by the Family Medical Leave Act of 1993), or layoff, eligibility for benefits provided under the Policy will only be extended to You through the earliest of:

1. The continuance period established by the underlying **Medical Plan** for such absences; or
2. The 12 month period immediately following the date Your disability, leave of absence or layoff first began.

This provision does not apply to retirees covered under the **Medical Plan** and the Policy, or individuals continuing benefits under COBRA or any other federally mandated program.
CLAIMS PROVISIONS

A. Filing Claims.

The Policy provides coverage for claims that are incurred within the Policy Year and submitted for payment within 12 months following the Date of Service. Unless otherwise stated in the Policy, claims will not be considered for payments if received after 12 months following the Date of Service.

B. Notice of Claim.

Written notice of a claim must be furnished to Us within 20 days following the Date of Service. Failure to furnish such notice shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such notice within such time, provided such notice is furnished as soon as reasonably possible.

C. Claim Forms.

We shall provide claim forms for filing proof of loss. If such forms are not furnished before the expiration of 15 days after We receive a notice of claims, You shall be deemed to have complied with the requirements for filing proof of loss. Claims must include:
1. Your name and address;
2. Your ID Number;
3. Provider’s name, address, and Tax ID Number;
4. Itemized bill that includes the CPT codes or description of each charge; and
5. Diagnosis.

D. Proof of Loss.

Written proof of loss must be furnished to Us within 90 days following the Date of Service. Failure to furnish such proof of loss shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Participant, later than 12 months following the Date of Service.

E. Claim Payment.

We will pay benefits for all Covered Charges in accordance with the terms of the Policy:
1. 45 days after receiving all necessary information, if filed by paper; and
2. 30 days after receiving all necessary information, if filed electronically.

Benefits are paid to You or to Your assignee or designee. We may pay benefits directly to the Provider or to any relative We deem appropriate if a benefit is payable and You are: 1) a minor; 2) legally incapable of giving valid receipt and discharge of payment; or 3) deceased.
APPEAL AND GRIEVANCE PROCEDURES

Appeals must be submitted for consideration within 180 days of the date of Our payment (if the appeal is based upon Our payment) or within 180 days of the date of Our denial of coverage. Grievances regarding Our services or product may be submitted at any time during the Policy Year. Within 5 days of Our receipt of such Appeal or Grievance, We will provide You with a verbal or written acknowledgements of our receipt of the Appeal or Grievance.

A. Appeal Process. An appeal is a formal request for review of Our determinations regarding Covered Transplant Services, including but not limited to Our payment(s) and/or coverage denials. The following reviews are available to You upon filing an appeal:

1. Level 1 Review (Internal Review)

   Standard Review: A Level 1 Standard Review of an appeal is available on a prospective or retrospective basis and may be requested verbally or in writing by You or Your designee. A Level 1 Standard Review will be performed in situations wherein the timeframe for the review does not jeopardize Your life or health. We will conduct the review and provide a written determination within 20 business days after receiving all necessary information to complete the review. If We are unable to provide a determination within 20 business days, We will notify You (before the 20th business day) of the reason for the delay and subsequently issue a written decision regarding the appeal within an additional 10 business days. We shall notify You in writing of the resolution of an appeal within 5 business days following the completion of an investigation.

   Expedited Review: A Level 1 Expedited Review of an appeal is only available on a prospective basis and may be requested verbally or in writing by You or Your designee. A Level 1 Expedited Review is only available if the timeframe for the review could seriously jeopardize Your life or health. We will perform the review and communicate the determination verbally within 7 business days after receiving all necessary information to complete the review. We will also provide a written determination within 3 business days following Our verbal communication.

A Level 1 Review is required before any other appeal is available to You. All Level 1 Reviews are performed by an internal appeal committee that includes Our medical director. The results of a Level 1 Review are not binding on You. After the Level 1 Review has been completed, if You are not satisfied with the results, You may request a Level 2 Review or an Independent External Review, as set forth below.

2. Level 2 Review (External Peer Review)

   Standard Review: A Level 2 Standard Review of an appeal is available on a prospective or retrospective basis and may be requested verbally or in writing by You or Your designee. A Level 2 Standard Review will be performed in situations wherein the timeframe for the review does not jeopardize Your life or health. We will coordinate the review with a Peer Reviewer and provide a written determination within 30 business days after having received the review results from the Peer Reviewer.

   Expedited Review: A Level 2 Expedited Review of an appeal is available only on a prospective basis and may be requested verbally or in writing by You or Your designee. A Level 2 Expedited Review is available in situations wherein the timeframe for the review could seriously jeopardize Your life or health. We will coordinate the review with a Peer Reviewer and provide a verbal determination within 7 business days after having received the review results from the Peer Reviewer. We will also provide a written determination within 3 business days following Our verbal communication.

All Level 2 Reviews are conducted by a Peer Reviewer of Our choice.

Peer Reviewers are Physicians who:
   a. Are clinical peers;
   b. Hold an active, unrestricted license to practice medicine;
   c. Are in a similar specialty as typically manages the medical condition, procedure, or treatment as the treating Physician; and
   d. Are neither the individual nor a subordinate of the individual who made the original coverage determination or denial.
APPEAL AND GRIEVANCE PROCEDURES  
(Continued)

The results of a Level 2 Review are binding on Us, but are not binding on You. After the Level 2 Review has been completed, if You are not satisfied with the results, You may request an Independent External Review, as set forth below.

3. Independent External Review

**Standard Review:** An Independent External Standard Review of an appeal is available on a prospective or retrospective basis and may be requested verbally or in writing by You or Your designee. An Independent External Standard Review will be performed in situations wherein the timeframe for the review does not jeopardize Your life or health. We will provide a written determination within 7 business days after having received the review results from the Independent Review Organization.

**Expedit ed Review:** An Independent External Expedited Review of an appeal is available only on a prospective basis and may be requested verbally or in writing by You or Your designee. An Independent External Expedited Review is available in situations wherein the timeframe for the review could jeopardize Your life or health. We will provide a written determination within 7 business days after having received the review results from the Independent Review Organization.

All Independent External Reviews are conducted by an Independent Review Organization according to applicable state regulations. In the absence of applicable state regulations, We will select an Independent Review Organization other than a Peer Reviewer used in a Level 2 Review. In either case, an Independent Review Organization will utilize Physicians to conduct the review who:

a. Are clinical peers; and
b. Hold an active, unrestricted license to practice medicine; and
c. Are in a similar specialty as typically manages the medical condition, procedure, or treatment as the treating Physician; and
d. Are neither the individual nor a subordinate of the individual who made the original coverage determination or denial.

The results of an Independent External Review are binding. Once an Independent External Review has been completed, the appeal process is concluded. All costs are Our responsibility, except as otherwise set forth by state regulations.

B. Grievance Process. A grievance or complaint is an expression of dissatisfaction regarding Our products or services. You or Your designee may submit a grievance verbally or in writing. Depending on the nature of the grievance and whether or not a response is requested, We will respond verbally and/or in writing within 30 business days following receipt of the grievance. Grievances will be considered when measuring the quality and effectiveness of Our products and services.
COORDINATION OF BENEFITS

A. Applicability. This Section applies when You make a claim for reimbursement of Covered Charges, and You are covered by Additional Medical Coverage. If this provision applies, review the Order-of-Benefit-Determination Rules, under the heading of the same name, to determine whether the Policy’s coverage is payable before or after Additional Medical Coverage. The Policy’s coverage will not be reduced when its coverage is payable first, as determined under the Order-of-Benefit-Determination Rules; but may be reduced when another plan’s benefits are payable first, as determined under the Order-of-Benefit-Determination Rules as set forth below.

B. Order-of-Benefit-Determination Rules. When there is a basis for a claim under the Policy and Additional Medical Coverage, the Policy is secondary if: (1) the Additional Medical Coverage does not have rules coordinating its benefits with the Policy; or (2) the Additional Medical Coverage’s rules, the Policy’s rules, or both, require the Policy’s coverage be determined after those of the Additional Medical Coverage, except as may occur under the gender rule exception in Item C.2, below.

C. Filing Guidelines. The general guidelines which follow discuss the order in which You should file claims when You are covered under Additional Medical Coverage, using the first of the rules which applies:

1. The Additional Medical Coverage that covers You as a subscriber is obligated to pay before the Policy covering You as a dependent.

2. When the parents of a dependent child are neither separated nor divorced:
   a. You must file first under the Policy or Additional Medical Coverage covering the dependent child of the parent whose birthday falls earlier in the year; then file under the Policy or Additional Medical Coverage of the parent whose birthday falls later in the year; but
   b. If both parents have the same birthday, You must file first under the Policy or Additional Medical Coverage which has covered the parent for the longer period of time, and then under the Policy or Additional Medical Coverage of the other parent.

   EXCEPTION: If the Additional Medical Coverage does not have the "birthday rule," but instead has a rule based upon the parent’s gender, and as a result the Policy and the Additional Medical Coverage do not agree on the order of benefit determination, the rule of the Additional Medical Coverage will determine the order.

3. When the parents of a dependent are separated or divorced:
   a. You must file first under the Policy or Additional Medical Coverage which covers the child as a dependent of the parent with custody; then
   b. You must file under the Policy or Additional Medical Coverage which covers the child as a dependent of the Spouse of the parent with custody; then
   c. You must file under the Policy or Additional Medical Coverage, which covers the child as a dependent of the parent without custody.

   EXCEPTION: If there is a court decree which establishes financial responsibility for medical, dental, or other health care expenses regarding the dependent child of parents who have separated or divorced:
   a. You must file first under the Policy or Additional Medical Coverage which covers the child as a dependent of the parent with such financial responsibility; then
   b. File under the Policy or Additional Medical Coverage, which covers the child as a dependent of the other parent.

If the specific terms of the court decree state that the parents have joint custody without stating that one parent is responsible for the child’s medical, dental, or other health care expenses, file as described in Item C.2, above.
4. **You** must file first under the Policy or **Additional Medical Coverage** which covers **You** as a subscriber who is neither laid-off nor retired, or as a dependent of a subscriber; then file under the Policy or **Additional Medical Coverage** which covers **You** as a laid-off or retired subscriber or as a dependent of a laid-off or retired subscriber. Ignore this paragraph if the **Additional Medical Coverage** does not contain this paragraph and, as a result, the Policy and the **Additional Medical Coverage** do not agree on the order of benefit determination.

5. When the order of payment cannot be determined in accordance with these general guidelines, file first under the Policy or **Additional Medical Coverage** which has covered **You** for the longer period of time, then under the Policy or **Additional Medical Coverage** which has covered **You** for the shorter period of time.

**D. Effect on the Policy’s Coverage.** When **You** are covered under two or more policies, which together pay more than the **Covered Charges** for **Covered Transplant Services**, **We** will pay the Policy’s benefits according to the Order-of-Benefit-Determination Rules. The Policy’s benefit payments will not be affected when the Policy is primary. **However, when the Policy is secondary under the Order-of-Benefit-Determination Rules, benefits payable will be reduced (if necessary) so that combined benefits of all policies covering the Participant do not exceed the lesser of: 1) Covered Charges; or 2) the negotiated amount established between the primary insurer and the Provider.**

**E. Right to Receive and to Release Information.** To coordinate benefits, **We** will release or obtain information regarding a claim from any insurance company, organization, or person. **You** must furnish the **Company** with any information necessary to coordinate benefits.

**F. Right to Obtain Recovery.** **We** are not liable for any failure to coordinate benefits. If **We** pay full benefits on a claim for which it has only secondary liability, **We** may recover the difference from **You** or from any other appropriate party.
EXCLUSIONS

We will not pay, in whole or in part, for any of the following:

A. Any service or supply not directly related to a Covered Transplant Procedure. This includes any service, supply, prescription drug, or altered or non-altered biological product rendered to monitor or treat the underlying disease and/or an unrelated disease before or after transplant (that is not part of the actual Covered Transplant Procedure).

B. Services, supplies, and prescription drugs required to meet Transplant Provider’s patient transplant listing requirements including, but not limited to, programs for: chemical dependency; alcoholism; smoking cessation; and weight loss.

C. Nutritional supplements including, but not limited to, full or partial oral or intravenous nutrition after discharge from a transplant hospitalization or outpatient transplant procedure.

D. Charges for any transplant related services or supplies incurred prior to the Policy Effective Date.

E. Charges for any transplant related services or supplies related to a transplant that results from an accident or any disease not specified in the Appendix.

F. Charges for prescription drugs incurred prior to a Covered Transplant Procedure, except for prescription drugs used in mobilization and/or High Dose Chemotherapy that is part of a Covered Transplant Service.

G. Charges for prescription drugs incurred after discharge from a transplant hospitalization, except for immunosuppressants, prophylactic antibiotics, prophylactic antivirals, prophylactic antifungals, and/or prescription drugs used to treat complications directly related to a Covered Transplant Procedure.

H. Charges paid or payable under Workers’ Compensation.

I. Charges for any Experimental and/or Investigational Treatment, except as specifically stated in the Policy.

J. Charges for preventive or routine care (including physicals, premarital examinations, any other routine or periodic examinations), dental services and supplies, education and training, except as specifically stated as covered.

K. Services or supplies furnished by any Provider acting beyond the scope of such Provider’s license.

L. Charges paid or payable under Medicare Part A, Part B, or Part D liability.

M. Services or supplies received from a dental or medical department maintained by or on behalf of the Policyholder.

N. Services provided by any governmental agency to the extent that You are not charged for them, unless otherwise required by state or federal law.
EXCLUSIONS  
(Continued)

EE. Services or supplies not specifically stated as covered.
FF. Telephone consultations, charges for failure to keep a scheduled visit, or charges for completing a claim form.
GG. Recreational or diversional therapy.
HH. Materials used in occupational therapy.
II. Personal hygiene and convenience items, such as air conditioners, humidifiers, hot tubs, whirlpools, or physical exercise equipment, even if a Provider prescribes such items.
JJ. Services and supplies, which are eligible to be repaid under any private or public research fund whether or not such funding was applied for or received.
KK. Services and supplies for treatment of complications or diseases incurred by a living donor, including, but not limited to, increase length of hospitalization or the costs to treat any complication or disease.
LL. Services and supplies incurred by any COBRA continuee whose COBRA continuation coverage was not offered and/or elected, and premiums were not paid, within the time frames required by COBRA.
MM. Prescription Drugs for the treatment or prevention of a rejected organ or tissue following the end of the Transplant Benefit Period.
NN. Services and supplies of any Provider located outside the United States of America, except for organ or tissue procurement services, unless otherwise prohibited by United States federal law.
OO. Biological and/or mechanical devices used as a bridge to transplant unless specifically included in the Schedule of Benefits.
PP. Charges for any transplant-related services or supplies incurred during the current Policy Year when the transplant procedure occurred prior to the Policy Effective Date. However, We will make an exception to this Exclusion for Covered Charges related to a Covered Transplant Procedure You received under a previous Organ & Tissue Transplant Policy or Specified Disease-Organ & Tissue Transplant Policy issued by Us to the Policyholder, as long as:
1. There has been no break in coverage between the Transplant Policies issued by Us; and
2. The Covered Charges are for services or supplies incurred within the Transplant Benefit Period for the Covered Transplant Procedure.
TERMINATION PROVISIONS

The Policy may be cancelled by the Policyholder or Us, for any reason, on the date specified in writing by either party, provided that the other party is notified not less than 31 calendar days in advance of the date of termination. If the Policyholder provides notice without a specified termination date, termination will be effective the first Premium Due Date following Our receipt of the written notice of termination.

If the Policy terminates during a Policy Year (other than a Policy Anniversary Date), coverage provided to Participants will be terminated immediately, regardless of whether a Participant is in an established Transplant Benefit Period.

We may cancel the Policy at the end of the month in which the Policyholder’s enrollment drops below the Minimum Enrollment shown on the Policy face page. However, We must provide written notification to the Policyholder of such cancellation not less than 10 calendar days in advance of the termination date.

The Policy may be cancelled without notification, upon the earliest of the following dates:
1. The date the Medical Plan is discontinued.
2. The date the Policyholder’s Medical Plan Administrator listed in the Schedule of Benefits is changed to an administrator that We have not authorized.
3. The date it is determined that the Policyholder’s Medical Plan Administrator is not properly licensed as required by state law.
4. The date the Medical Plan is found to be in violation of federal or state law. We reserve the right to allow the Medical Plan 90 calendar days within which to achieve compliance. Failure to comply by such date will result in termination of the Policy.
5. The date it is determined that the Policyholder is, or is affiliated with, a sanctioned entity, organization, or country.
6. Upon the Policy Effective Date, if the Policyholder fails to provide Us (within the first 90 calendar days of the Policy Effective Date) with requested materials or information necessary for Our final review and approval of the premium rates. If the Policy is terminated under this provision, We will return the premium paid by the applicant for the current Policy Year, and We will have no liability under the terms of the Policy for the current Policy Year.
7. Upon the Premium Due Date if We do not receive premiums within the specified grace period.
8. The date the Policyholder becomes insolvent or files for bankruptcy, unless We and an appointed trustee in bankruptcy agree to continue the coverage during a period of reorganization.
GENERAL PROVISIONS

A. Incontestability. We may declare the Policy null or cancel it, if the Application contains a material misrepresentation. However, this provision will not apply once the Policy has been in effect for two years.

B. Representations Not Warranties. A copy of the Application is attached to the Policy. All statements made by the Policyholder or by Participants applying for coverage will be considered representations and not warranties. No statement appearing on the Application will be used to contest the validity of the Policyholder’s right to the benefits of the Policy, unless the Policyholder has been furnished a copy of the Application.

C. Evidence of Insurability. The Policyholder is required to provide Us with verification that You are covered by the Policyholder’s Medical Plan.

D. Notice. When We provide written notice to the Policyholder’s last known address regarding the administration of the Policy, it is deemed to be notice to all affected parties. The Policyholder is responsible for giving You notice, if applicable.

E. Legal Action. No legal action may be brought under the Policy within 60 days after We receive a claim. No action may be brought after 3 years from the date the claim is required to be furnished to Us.

F. Information Release and Data Confidentiality. The Policyholder and all Participants that need Covered Transplant Services must allow Us access to medical information from all appropriate Providers. Such information is necessary in order for Us to make proper benefit determinations. The information will not be used, disclosed, furnished, or made accessible to anyone other than Our authorized employees and vendors contracted by Us to carry out Our obligations under the Policy. We and the Policyholder agree to establish and maintain administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the medical information.

G. Entire Contract. The Policy and the signed Application form the entire contract between the Policyholder and Us. No amendment to the Policy shall be effective unless confirmed by an Endorsement issued to form a part of the Policy. No agent or representative of the Company, other than an executive officer, may change the Policy or waive any of its provisions. No verbal statement by any executive officer or other employee of the Company is binding on Us.

H. Clerical Error. A clerical error made by the Policyholder, the Policyholder’s Medical Plan Administrator, or Us will not void coverage that would otherwise be in force or continue coverage that would otherwise have terminated. Any clerical error in data provided to Us must be corrected and promptly reported to Us. We will make appropriate adjustments to premiums due and/or benefit determinations. Any refund in premium due to Policyholder error is limited to the 12-month period prior to the date of the request for refund.

I. Conformity with Statutes. Any provision of the Policy that, on the Policy Effective Date, is in conflict with the requirements of state or federal statutes or regulations (in the applicable jurisdiction) is hereby amended to conform to the minimum requirements of such statues and regulations.

J. Not Liable for Provider Acts or Omissions. We are not responsible for the quality of care You receive from any Provider. The Policy does not give anyone any claim, right, or cause of action against Us based on what a Provider of health care or supplies does or does not do.

K. Right of Recovery. If We make any payment that according to the terms of the Policy should not have been made, including payment made in error, We may recover that incorrect payment from any appropriate party, whether or not it was due to Our error. If the incorrect payment was made directly to You, We may deduct it when making future payments directly to You.
L. Subrogation and Right of Reimbursement. Another party may be liable or legally responsible to pay expenses, compensation and/or damages in relation to Covered Transplant Services. Such party may include, but is not limited to, any of the following: (a) the party or parties who caused the need for the Covered Transplant Procedure; (b) the insurer or other indemnifier of the party or parties who caused the Covered Transplant Procedure; (c) a guarantor of the party or parties who caused the Covered Transplant Procedure; (d) a worker’s compensation insurer; (e) any other person, entity, policy or plan (other than the Medical Plan) that is liable or legally responsible in relation to the Covered Transplant Procedure. When this happens, We may, at Our option, (a) subrogate, that is, take over the Participant’s right to receive payments from such party (the Participant or his or her legal representative must transfer to Us any rights he or she may have to take legal action arising from the Covered Transplant Procedure to recover any sums paid under the Policy on behalf of the Participant), or (b) recover from the Participant or his or her legal representative any benefits paid under the Policy from any payment the Participant is entitled to receive from the other party. The Participant or his or her legal representative must cooperate fully with Us in asserting its subrogation and recovery rights. The Participant or his or her legal representative will, within 5 days of receiving Our request, provide all information and sign and return all documents necessary to exercise Our rights under this provision.

We will have a first lien upon any recovery, whether by settlement, judgment, mediation or arbitration that the Participant receives or is entitled to receive from any of the sources listed above. This lien will not exceed the greater of (a) the amount recovered from any other party, or (b) the amount of benefits paid by the Policy for Covered Charges plus the amount of all future benefits which may become payable under the Policy which result from the Covered Transplant Services. The Company will have the right to offset or recover such benefits from the amount received from any other party.

If the Participant or his or her legal representative makes any recovery from any other party and fails to reimburse Us for any Covered Charges, then the Participant or his or her legal representative will be personally liable to Us for the Covered Charges paid under the Policy. We may reduce future benefits payable under the Policy for any Covered Charges by the payment that the Participant or his or her legal representative has received from any other party.

Our first lien rights will not be reduced due to the Participant’s own negligence; or due to the Participant not being made whole; or due to attorney’s fees and costs. We are secondary to any excess insurance policy, including, but not limited to, school and/or athletic policies. We have the right to recover interest at the rate of 1/2% per month commencing on the date the Participant or his or her legal representative recovers any funds from any other party. We are not subject to any state law doctrines, including, but not limited to, the common fund doctrine, which would purport to require Us to reduce Our recovery by any portion of a Participant’s attorney’s fees and costs.

We will not pay for future Covered Charges until such Covered Charges have exceeded all amounts that were recovered or are to be recovered by or on behalf of a Participant. If the Participant resides in a state where automobile personal injury protection or medical payment coverage is mandatory, that coverage is primary and the Policy takes secondary status. The Policy will reduce benefits for an amount equal to, but not less than, that state’s mandatory minimum personal injury protection or medical payment requirement.

This provision also applies to any funds recovered from any other party by or on behalf of any dependent, the estate of any Participant; or on behalf of any incapacitated person.
DEFINITIONS

A. **Additional Medical Coverage** – means any other insurance, other than the **Medical Plan**, that provides **You** with medical benefits covered under the Policy.

B. **Application** – means the **Policyholder’s** completed Specified Disease - Organ & Tissue Transplant Application.

C. **Company** – means HCC Life Insurance Company.

D. **Covered Charges** – means charges incurred during a **Transplant Benefit Period** that are **Reasonable and Customary**, in **Our** judgment, for **Covered Transplant Services**. With respect to **Providers**, a charge will not be considered **Reasonable and Customary** if it is not in conformity with one or a combination of the following:
   1. A negotiated rate based on services provided;
   2. A fixed rate per day; or
   3. The **Reasonable and Customary** allowance for similar **Providers** who perform similar **Covered Transplant Services**.

E. **Covered Specified Disease** – means any of the diseases shown in the Appendix.

F. **Covered Transplant** – means any of the transplants listed as a **Covered Transplant** in the Schedule of Benefits.

G. **Covered Transplant Procedure** – means a **Medically Necessary** adult or pediatric human organ and tissue transplant: a) resulting from one of the **Covered Specified Diseases** set forth in the Appendix; and b) listed as a **Covered Transplant** in the Schedule of Benefits that is not **Experimental and/or Investigational Treatment**.

H. **Covered Transplant Services** – means the services shown as **Covered Transplant Services** in the Benefit Provisions.

I. **Custodial Care** – means care and services that assist in the activities of daily living. Examples include: assistance in walking, getting in or out of bed, bathing, dressing, and using the toilet; feeding or preparation of special diets; and supervision of medication that usually can be self-administered. **Custodial Care** includes all homemaker services, respite care, convalescent care or extended care not requiring skilled nursing.

J. **Date of Service** – means the date when the service was actually provided or the date on which the purchase was made.

K. **Diagnostic Services** – means the following procedures that are directly related to a **Covered Transplant Procedure** and ordered by a **Provider Individual** because of specific symptoms in order to determine a definite condition or disease: (i) radiology, ultrasound, and nuclear medicine; (ii) laboratory and pathology; and (iii) EKGs, EEGs, and other electronic diagnostic medical procedures.

L. **Experimental and/or Investigational Treatment** – means any drug, device, procedure, facility, equipment, treatment plan, protocol, supply or service directly related to a **Covered Transplant Procedure** that is determined that, at the time it is used, one or more of the following conditions is present:
   1. Its use requires approval by the appropriate federal or other governmental agency which has not been granted, such as, but not limited to the Federal Drug Administration (FDA).
   2. Its use is not yet recognized as acceptable medical practice throughout the United States to treat that illness; or is subject to either:
      a) A written investigational or research protocol or treatment plan; or
      b) A written informed consent or protocol used by a **Transplant Provider** in which reference is made to the drug, device, procedure, protocol, or treatment plan as being experimental, investigative, educational, for a research study, a pilot study, or posing an uncertain outcome, or having an unusual risk; or
      c) A written protocol, protocols or informed consent used by any other facility studying substantially the same drug, device, procedure or treatment which states it is experimental, investigative, educational, for a research study, or posing an uncertain outcome, or having an unusual risk; or
      d) An ongoing review by an Institutional Review Board.
DEFINITIONS
(Continued)

Drugs, devices, procedures, facilities, equipment, treatment plans, supplies, and services that fall into the categories listed above are not considered Experimental and/or Investigational if their use is recognized as acceptable medical practice throughout the United States to treat Your illness as a result of:

1. The positive endorsement, recommendation, or publication of standards of care by national medical bodies or panels, including but not limited to, National Comprehensive Cancer Network (NCCN), NCI, or the National Institutes of Health; or

2. Multiple published peer review articles, in recognized professional medical journal(s), concerning such drug, device, procedure or treatment plan and reflecting its reproducibility by non-affiliated sources which We determine to be authoritative; or

3. Trial results (that adequately demonstrate safety and efficacy), which indicate the drug, device, procedure, protocol, or treatment plan is at least as clinically effective and cost effective as current standard therapy.

M. High Dose Chemotherapy – means the use of a chemotherapeutic agent or agents to treat cancer or cancer-like illness (with or without irradiation) in doses which exceed the FDA approved or commonly recognized dosage range for the drug or drugs employed. In order to be considered as an eligible expense, High Dose Chemotherapy must:

1. Be part of a protocol or treatment plan that includes the reinfusion of autologous bone marrow or stem cells, or infusion of allogeneic bone marrow or stem cells, immediately after the High Dose Chemotherapy regimen is completed; and

2. Be expected to result in effects upon the bone marrow which would likely be lethal if left untreated.

All drugs and/or radiopharmaceuticals are subject to the Experimental and/or Investigational Treatment definition in the Policy.

N. Immediate Family – means Your Spouse, parent, child, sibling, grandparent, or grandchild.

O. Medical Plan – means a plan of major medical benefits maintained by the Policyholder. It includes, but is not limited to coverage provided under: group health insurance; health maintenance organizations; self-insured plans; preferred provider organizations; prepayment coverage; any other coverage which, as defined by the Employee Retirement Income Security Act of 1974, is a labor-management trustee plan, a union welfare plan, an employee organization plan, or an employee benefit organization; any other coverage provided because of sponsorship by or membership in any other association, union, or similar organization; any government program except Medicare or Medicaid; the medical payments and/or no-fault provisions of automobile insurance; and any other group type coverage as permitted by law.

Medical Plan does not include benefits provided under a limited health care benefit plan (such as a critical illness, specified disease, or “mini-med”), nor benefits provided under a: dental; vision; outpatient prescription drug; and/or short-term disability plan.

P. Medically Necessary – means those prescription drugs, devices, procedures, treatments, services or supplies, provided by a Provider, which are required for treatment of the Covered Specified Disease set forth in the Appendix that requires the Covered Transplant, and are:

1. Consistent with Your diagnosis or symptoms and You are an appropriate candidate for the proposed treatment;

2. Appropriate treatment, according to generally accepted standards of medical practice;

3. Not provided only as a convenience to You or the Provider.

4. Not an Experimental and/or Investigational Treatment; and

5. Not excessive in scope, duration, or intensity to provide safe, adequate, and appropriate treatment. Any service or supply provided by a Provider will not be considered Medically Necessary if Your symptoms or condition indicate that it would be safe to provide the service or supply in a less comprehensive setting.

The fact that a Provider Individual may prescribe, order, recommend, or approve a service, supply, or level of care does not, of itself, make such treatment Medically Necessary or make the charge a Covered Charge.

HCCL OTT-2018 CERT IN 22 of 27
DEFINITIONS
(Continued)

Q. Medicare – means the programs of health care for the aged and disabled established by Title XVIII of the Social Security Act of 1965, as amended.

R. Member – means an individual who is eligible for, and covered by, the Policyholder's Medical Plan, either as an employee, a retiree, a COBRA continuee, a member, or as a subscriber. Member does not include a dependent. Individuals that have exceeded their lifetime maximum benefit for medical benefits under the Medical Plan are not eligible for coverage under the Policy.

S. Participant – means an individual who is eligible for, and covered by, the Policyholder's Medical Plan, either as an employee, a retiree, a COBRA continuee, a Member, a subscriber, or a dependent who is also covered under the Policy (including adopted children, step children, disabled children, children subject to legal guardianship, and children up to the age of 26, as required by law). If applicable, individuals that have exceeded their lifetime maximum benefit for medical benefits under the Medical Plan are not eligible for coverage under the Policy.

T. Premium Due Date – means the date the Policyholder's premium is due. The Premium Due Date is shown in the Policy face page.

U. Policy Effective Date – means the Policy Effective Date as shown on the Policy face page which is the date that coverage begins under the Policy.

V. Policy Year – means the period of time shown in the Schedule of Benefits during which the Policy is in effect. The Policy Year is subject to early termination as set forth in the Termination Provisions.

W. Pre-existing Condition – means any condition for which You have, within the 12 months prior to the Policy Effective Date:
   1. Been advised by an attending Physician that a transplant evaluation or transplant may be needed (regardless of the timeframe to transplant evaluation or transplant, and regardless of the Participant's decision to move forward or not move forward with a Transplant Consultation or Transplant Evaluation);
   2. Had a Transplant Consultation and/or Transplant Evaluation (regardless of the outcome);
   3. Been scheduled to have a Transplant Consultation and/or Transplant Evaluation (regardless of when the Transplant Consultation and/or Transplant Evaluation was to be done and regardless of the outcome); and/or
   4. Received, or has been listed to receive, an organ or tissue transplant.

   In addition, if You have, within the 12 months prior to the Policy Effective Date of the Policy, received dialysis treatments or been diagnosed with Chronic Kidney Disease or End Stage Renal Disease (ESRD), You will be deemed to have a Pre-existing Condition.

   If You are added subsequent to the Policy Effective Date as a result of the acquisition of a new group, affiliate, division, and/or subsidiary, Pre-existing Condition will mean those conditions listed above that occurred within the 12 months prior to Your effective date of coverage under the Policy.

X. Provider – means any of the facilities and individuals listed below:

   1. Provider Facility – means any of the following facilities:
      a. Clinical Laboratory – means a laboratory that performs clinical procedures and is not affiliated or associated with a Hospital, Physician, or other Provider.
      b. Hospital – means a facility which is a short-term general hospital and which: (1) is primarily engaged in providing inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under the supervision of Physicians, for compensation from its patients; (2) has organized departments of medicine and major surgery; and (3) provides 24-hour nursing service by or under the supervision of registered nurses. Surgical facilities may be either on premises or in facilities available to the hospital on a prearranged basis.
c. Pharmacy – means a facility licensed as a pharmacy by the state in which it operates.

d. Transplant Provider – means the following facilities:

i. Nonparticipating Transplant Provider – Any Provider Facility or Provider Individual that has not contracted with Us through an applicable transplant network to provide Covered Transplant Procedures. A Provider Facility or Provider Individual may be a Nonparticipating Transplant Facility with respect to: (1) certain Covered Transplant Procedures; or (2) all Covered Transplant Procedures.

ii. Participating Transplant Provider – Any Provider Facility or Provider Individual contracting with Us through an applicable transplant network to provide Covered Transplant Procedures. A Provider Facility or Provider Individual may be a Participating Transplant Facility with respect to: (1) certain Covered Transplant Procedures; or (2) all Covered Transplant Procedures.

2. Provider Individual – means any of the following individuals:

a. Occupational Therapist – means a person who is licensed as an Occupational Therapist by the state in which he or she practices. If that state does not issue such licenses, an Occupational Therapist is a person certified as an Occupational Therapist by an appropriate professional body.

b. Physical Therapist – means a person who is licensed as a Physical Therapist by the state in which he or she practices. If that state does not issue such licenses, a Physical Therapist is a person certified as a Physical Therapist by an appropriate professional body.

c. Physician – means a person performing services within the scope of his or her license, who is a duly licensed: (1) doctor of medicine (MD); (2) doctor of osteopathy (DO); (3) dentist; (4) optometrist; or (5) psychologist.

d. Respiratory/Inhalation Therapist – means a person who is licensed as a Respiratory/Inhalation Therapist by the state in which he or she practices. If that state does not issue such licenses, a Respiratory/Inhalation Therapist is a person certified as a Respiratory/Inhalation Therapist by an appropriate professional body.

e. Speech Pathologist and Speech Therapist – means a person licensed as a Speech Pathologist or Speech Therapist by the state in which he or she practices. If that state does not issue such licenses, a Speech Pathologist or Speech Therapist is a person certified as such by an appropriate professional body.

Y. Reasonable and Customary – means with respect to the word customary, the amount charged by a majority of Providers in the same geographic region for similar services or supplies and/or is relative to the value and worth of similar services; and with respect to the word reasonable, a charge that meets the above criteria and, that in Our judgment, is not an excessive amount for similar services or supplies; or a charge that merits special consideration due to complexity of treatment in the opinion of a peer review committee or consultant. Due to the lack of insurance, if a Provider accepts as full payment an amount less than Reasonable and Customary, the lesser amount will be determined to be the maximum Reasonable and Customary amount. Benefits will be based on the lesser of the actual billed charge or the Reasonable and Customary charge.

Z. Routine Patient Costs – means those covered Transplant Services associated with participation in a clinical trial including and directly related to a Covered Transplant Procedure. Routine Patient Costs does not include:

1. The investigational item, device, drug(s), service, or altered or non-altered biological product, itself;

2. Items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or

3. A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis as established by Us.
DEFINITIONS
(Continued)

AA. Skilled Care – means the recognition and utilization of professional methods and procedures in the assessment, observation, or treatment of an illness. Skilled Care must be performed by or under the supervision of Provider Individuals.

BB. Spouse – means a person recognized as the Member’s Spouse under the Medical Plan.

CC. Transplant Benefit Period – means the period of time shown in the Schedule of Benefits for which benefits are provided under the Policy.

DD. We, Us, Our – means HCC Life Insurance Company.

EE. You, Your – means the Participant, as defined in the Policy.
### APPENDIX - COVERED SPECIFIED DISEASES

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<thead>
<tr>
<th><strong>Heart</strong> - Adult or Pediatric</th>
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<tbody>
<tr>
<td>Congenital heart defects or disease</td>
<td>Eisenmenger syndrome</td>
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<td>Cardiomyopathy</td>
<td>Cystic fibrosis with compromised cardiac function</td>
</tr>
<tr>
<td>Severe coronary artery disease</td>
<td>Sarcoïdosis involving only the heart and lungs</td>
</tr>
<tr>
<td>Valvular disease</td>
<td>Irreversible right-heart failure secondary to pulmonary hypertension</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Intestinal</strong> – Adult</th>
<th><strong>Intestinal</strong> – Pediatric</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crohn disease</td>
<td>Intestinal atresia</td>
</tr>
<tr>
<td>Superior mesenteric artery thrombosis</td>
<td>Gastrochisis</td>
</tr>
<tr>
<td>Superior mesenteric vein thrombosis</td>
<td>Crohn disease</td>
</tr>
<tr>
<td>Short Bowel Syndrome</td>
<td>Microvillus involution disease</td>
</tr>
<tr>
<td>Desmoid tumor</td>
<td>Necrotizing enterocolitis</td>
</tr>
<tr>
<td>Volvulus</td>
<td>Midgut Volvulus</td>
</tr>
<tr>
<td>Pseudo-obstruction</td>
<td>Chronic intestinal pseudo-obstruction</td>
</tr>
<tr>
<td>Massive resection secondary to tumor</td>
<td>Massive resection secondary to tumor</td>
</tr>
<tr>
<td>Radiation enteritis</td>
<td>Hirschsprung disease</td>
</tr>
<tr>
<td>Short Bowel Syndrome</td>
<td>Short Bowel Syndrome</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Kidney</strong> – Adult</th>
<th><strong>Kidney</strong> – Pediatric</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chronic Kidney Disease</td>
<td>Congenital Nephrotic Syndrome</td>
</tr>
<tr>
<td>End Stage Renal Disease</td>
<td>Polycystic Kidney Disease</td>
</tr>
<tr>
<td>Glomerulonephritis</td>
<td>Glomerulonephritis</td>
</tr>
<tr>
<td>Polycystic Kidney Disease</td>
<td>Wilm's Tumor</td>
</tr>
<tr>
<td>Renal Cell Carcinoma</td>
<td>Blocked urine flow and reflux</td>
</tr>
<tr>
<td></td>
<td>Alport Syndrome</td>
</tr>
<tr>
<td></td>
<td>Lupus and other autoimmune diseases</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Kidney/Pancreas or Pancreas</strong> – Adult or Pediatric</th>
<th><strong>Liver</strong> - Pediatric</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insulin dependent (type 1, juvenile)</td>
<td>Biliary atresia and similar malformations</td>
</tr>
<tr>
<td>End stage renal disease</td>
<td>Glycogen storage disease</td>
</tr>
<tr>
<td>Chronic Severe Pancreatitis</td>
<td>Familial cholestasis (Byler’s Disease)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Liver</strong> - Adult</th>
<th><strong>Liver</strong> - Pediatric</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chronic active hepatitis</td>
<td>Biliary atresia and similar malformations</td>
</tr>
<tr>
<td>Primary biliary hepatitis</td>
<td>Glycogen storage disease</td>
</tr>
<tr>
<td>Schlerosing cholangitis</td>
<td>Familial cholestasis (Byler’s Disease)</td>
</tr>
<tr>
<td>Cryptogenic cirrhosis</td>
<td>Intrahepatic bile duct paucity (Alagille’s Syndrome)</td>
</tr>
<tr>
<td>Hemochromatosis</td>
<td>Metabolic disease</td>
</tr>
<tr>
<td>Hepatocellular cancer</td>
<td>Chronic active hepatitis</td>
</tr>
<tr>
<td>Wilson’s Disease</td>
<td>Alpha-One trypsine deficiency</td>
</tr>
<tr>
<td>Alpha-One trypsine deficiency</td>
<td>Wilson’s Disease</td>
</tr>
<tr>
<td>Chronic Budd-Chiari Syndrome</td>
<td>Tyrosinemia</td>
</tr>
<tr>
<td>Alcoholic cirrhosis</td>
<td></td>
</tr>
<tr>
<td>Glycogen storage disease</td>
<td></td>
</tr>
<tr>
<td>Fulminant liver failure</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX - COVERED SPECIFIED DISEASES  
(Continued)

**Lung** - Adult or Pediatric  
Chronic obstructive pulmonary disease  
Emphysema  
Primary pulmonary fibrosis  
Primary pulmonary hypertension  
Cystic fibrosis  
Infectious pulmonary disease with bronchiectasis  
Eisenmenger's syndrome  
Bronchiolitis obliterans

**Multi-Organ (Other)**  
Combinations of disease types

**Autologous Bone Marrow or Peripheral Stem Cell**  
Hodgkin’s Lymphoma  
Multiple Myeloma  
Non-Hodgkin’s Lymphoma  
Testicular Cancer  
Amyloidosis  
Neuroblastoma

**Allogeneic Bone Marrow or Peripheral Stem Cell (Related, Unrelated, Cord Blood)**  
Acute Myeloid Leukemia  
Acute Lymphocytic Leukemia  
Chronic Lymphocytic Leukemia  
Chronic Myelogenous Leukemia  
Hodgkin’s Lymphoma  
Non-Hodgkin’s Lymphoma  
Acquired Hematologic Diseases (non-malignant)  
Aplastic Anemia  
Fanconi’s Anemia  
Diamond-Back Syndrome  
Severe Aplastic Anemia  
Genetic and Immunodeficiency Diseases  
Severe Combined Immunologic Deficiency Syndrome (SCIDS)  
Thalassemia  
Sickle Cell Disease  
Mucopolysaccharidosis  
Wiskott-Aldrich Syndrome  
Niemann-Pick Disease  
Osteopetrosis  
Other metabolic storage diseases  
Myelodysplastic/Myeloproliferative Syndromes