

HOUSE BILL No. 5845

May 18, 1992, Introduced by Reps. Pitoniak, Brown, Dobronski, Varga and London and referred to the Committee on Insurance.

A bill to amend section 202 of Act No. 350 of the Public Acts of 1980, entitled as amended
"The nonprofit health care corporation reform act,"
as amended by Act No. 102 of the Public Acts of 1988, being section 550.1202 of the Michigan Compiled Laws; to add part 4A; and to repeal certain parts of the act.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Section 1. Section 202 of Act No. 350 of the Public Acts of
2 1980, as amended by Act No. 102 of the Public Acts of 1988, being
3 section 550.1202 of the Michigan Compiled Laws, is amended and
4 part 4A is added to read as follows:

5 Sec. 202. (1) Persons associating to form a health care
6 corporation under this act shall subscribe to articles of
7 incorporation that shall contain all of the following:

1 (a) The names and addresses of the incorporators.

2 (b) The location of the principal office of the corporation
3 for the transaction of business in this state.

4 (c) The name by which the corporation shall be known and all
5 assumed names under which the corporation does business. The
6 corporate name shall not include the words insurance, casualty,
7 surety, health and accident, mutual, or other words descriptive
8 of the insurance or surety business, and shall not be so similar
9 to the name of an insurance or surety company doing business in
10 this or other states at the time of incorporation so as to tend,
11 in the judgment of the commissioner, to create confusion in iden-
12 tity with that insurance or surety company.

13 (d) The purposes of the corporation, which shall be:

14 (i) To provide health care benefits.

15 (ii) To secure for all of the people of this state who apply
16 for a certificate the opportunity for access to coverage for
17 health care services at a fair and reasonable price.

18 (iii) To assure for nongroup and group subscribers reason-
19 able access to, and reasonable cost and quality of, health care
20 services.

21 (iv) To achieve the goals of the corporation relative to
22 access, quality, and cost of health care services, as prescribed
23 in section 504.

24 (v) To offer supplemental coverage to all medicare enrollees
25 as provided in ~~section 411~~ PART 4A.

26 (vi) If under contract to serve as fiscal intermediary for
27 the federal medicare program, to do all of the following:

1 (A) Carry out its contractual responsibilities efficiently,
2 including the timely processing and payment of claims.

3 (B) Actively represent, in negotiations with the federal
4 government and with providers of medical, hospital, and other
5 health services for which benefits are provided under the federal
6 medicare program, the interests of senior citizens as they relate
7 to cost and quality of, and access to, health care services and
8 administration of the program.

9 (vii) To engage in activity otherwise authorized by this
10 act, within the purposes for which corporations may be organized
11 under this act.

12 (e) The term of existence of the corporation, which may be
13 in perpetuity.

14 (f) The time for the holding of the annual meeting of the
15 corporation.

16 (g) Other terms and conditions not inconsistent with this
17 act, necessary for the conduct of the affairs of the
18 corporation.

19 (2) The articles shall be in triplicate and upon proper
20 forms as prescribed by the commissioner.

21 (3) Before the articles or amendments to the articles are
22 effective for any purpose, they shall be submitted to the attor-
23 ney general for examination. If the attorney general finds the
24 articles or amendments to the articles to be in compliance with
25 this act, the attorney general shall certify this finding to the
26 commissioner. The articles or amendments shall be effective at
27 the time certified by the attorney general.

1 (4) Each health care corporation shall pay a fee of \$250.00
2 to the attorney general for the examination of its articles of
3 incorporation, or \$100.00 for the examination of amendments to
4 the articles of incorporation. Each health care corporation
5 shall pay a filing fee of \$100.00 to the commissioner for filing
6 its articles of incorporation or \$50.00 for the filing of amend-
7 ments to the articles of incorporation. The fees prescribed in
8 this subsection shall be deposited in the state treasury and
9 credited to the general fund of the state.

10 PART 4A

11 MEDICARE SUPPLEMENT CERTIFICATES

12 SEC. 451. AS USED IN THIS PART:

13 (A) "APPLICANT" MEANS:

14 (i) FOR A NONGROUP MEDICARE SUPPLEMENT CERTIFICATE, THE
15 PERSON WHO SEEKS TO CONTRACT FOR BENEFITS.

16 (ii) FOR A GROUP MEDICARE SUPPLEMENT CERTIFICATE, THE PRO-
17 POSED CERTIFICATE HOLDER.

18 (B) "CERTIFICATE" MEANS ANY CERTIFICATE DELIVERED OR ISSUED
19 FOR DELIVERY IN THIS STATE UNDER A MEDICARE SUPPLEMENT
20 CERTIFICATE.

21 (C) "CERTIFICATE FORM" MEANS THE FORM ON WHICH THE CERTIFI-
22 CATE IS DELIVERED OR ISSUED FOR DELIVERY.

23 (D) "DIRECT RESPONSE SOLICITATION" MEANS SOLICITATION IN
24 WHICH A HEALTH CARE CORPORATION REPRESENTATIVE DOES NOT CONTACT
25 THE APPLICANT IN PERSON AND EXPLAIN THE COVERAGE AVAILABLE, SUCH
26 AS, BUT NOT LIMITED TO, SOLICITATION THROUGH DIRECT MAIL OR
27 THROUGH ADVERTISEMENTS IN PERIODICALS AND OTHER MEDIA.

1 (E) "MEDICAID" MEANS TITLE XIX OF THE SOCIAL SECURITY ACT,
2 CHAPTER 531, 49 STAT. 620, 42 U.S.C. 1396 TO 1396f, AND 1396i TO
3 1396u.

4 (F) "MEDICARE" MEANS TITLE XVIII OF THE SOCIAL SECURITY ACT,
5 CHAPTER 531, 49 STAT. 620, 42 U.S.C. 1395 TO 1395b, 1395b-2,
6 1395c TO 1395i, 1395i-2 TO 1395i-4, 1395j TO 1395t, 1395u TO
7 1395w-2, 1395w-4 TO 1395zz, AND 1395bbb TO 1395ccc.

8 (G) "MEDICARE SUPPLEMENT BUYER'S GUIDE" MEANS THE DOCUMENT
9 ENTITLED, "GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE",
10 DEVELOPED BY THE NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS
11 AND THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES OR
12 A SUBSTANTIALLY SIMILAR DOCUMENT AS APPROVED BY THE
13 COMMISSIONER.

14 (H) "MEDICARE SUPPLEMENT CERTIFICATE" MEANS A NONGROUP OR
15 GROUP CERTIFICATE THAT IS ADVERTISED, MARKETED, OR DESIGNED PRI-
16 MARILY AS A SUPPLEMENT TO REIMBURSEMENTS UNDER MEDICARE FOR THE
17 HOSPITAL, MEDICAL, OR SURGICAL EXPENSES OF PERSONS ELIGIBLE FOR
18 MEDICARE AND MEDICARE SELECT CERTIFICATES UNDER SECTION 467.
19 MEDICARE SUPPLEMENT CERTIFICATE DOES NOT INCLUDE A CERTIFICATE OF
20 1 OR MORE EMPLOYERS OR LABOR ORGANIZATIONS, OR OF THE TRUSTEES OF
21 A FUND ESTABLISHED BY 1 OR MORE EMPLOYERS OR LABOR ORGANIZATIONS,
22 OR BOTH, FOR EMPLOYEES OR FORMER EMPLOYEES, OR BOTH, OR FOR MEM-
23 BERS OR FORMER MEMBERS, OR BOTH, OF THE LABOR ORGANIZATIONS.

24 SEC. 452. (1) EXCEPT AS PROVIDED IN SUBSECTION (2), THIS
25 PART APPLIES TO A MEDICARE SUPPLEMENT CERTIFICATE DELIVERED,
26 ISSUED FOR DELIVERY, OR RENEWED IN THIS STATE ON OR AFTER THE
27 EFFECTIVE DATE OF THIS PART.

1 (2) SECTIONS 459, 461, AND 469(1) DO NOT APPLY TO A MEDICARE
2 SUPPLEMENT CERTIFICATE ISSUED BEFORE THE EFFECTIVE DATE OF THIS
3 PART.

4 SEC. 453. AS USED IN A MEDICARE SUPPLEMENT CERTIFICATE:

5 (A) THE DEFINITION OF "ACCIDENT", "ACCIDENTAL INJURY", OR
6 "ACCIDENTAL MEANS" SHALL NOT INCLUDE WORDS THAT ESTABLISH AN
7 ACCIDENTAL MEANS TEST OR USE WORDS SUCH AS "EXTERNAL, VIOLENT,
8 VISIBLE WOUNDS" OR SIMILAR WORDS OF DESCRIPTION OR
9 CHARACTERIZATION. THE DEFINITION MAY PROVIDE THAT INJURIES SHALL
10 NOT INCLUDE INJURIES FOR WHICH BENEFITS ARE PROVIDED OR AVAILABLE
11 UNDER ANY WORKER'S COMPENSATION, EMPLOYER'S LIABILITY OR SIMILAR
12 LAW, OR MOTOR VEHICLE NO-FAULT PLAN, UNLESS PROHIBITED BY LAW.

13 (B) THE DEFINITION OF "BENEFIT PERIOD" OR "MEDICARE BENEFIT
14 PERIOD" SHALL NOT BE DEFINED IN A MORE RESTRICTIVE MANNER THAN AS
15 DEFINED IN MEDICARE.

16 (C) "HOSPITAL" MAY BE DEFINED IN RELATION TO ITS STATUS,
17 FACILITIES, AND AVAILABLE SERVICES OR TO REFLECT ITS ACCREDIT-
18 ATION BY THE JOINT COMMISSION ON ACCREDITATION OF HOSPITALS, BUT
19 NOT MORE RESTRICTIVELY THAN AS DEFINED IN MEDICARE.

20 (D) THE DEFINITION OF "MEDICARE ELIGIBLE EXPENSES" SHALL
21 MEAN HEALTH CARE EXPENSES OF THE KINDS COVERED BY MEDICARE, TO
22 THE EXTENT RECOGNIZED AS REASONABLE AND MEDICALLY NECESSARY BY
23 MEDICARE.

24 (E) "NURSES" MAY BE DEFINED SO THAT THE DESCRIPTION OF NURSE
25 IS TO A TYPE OF NURSE, SUCH AS A REGISTERED PROFESSIONAL NURSE OR
26 A LICENSED PRACTICAL NURSE. IF THE WORDS "NURSE", "TRAINED
27 NURSE", OR "REGISTERED NURSE" ARE USED WITHOUT SPECIFIC

1 INSTRUCTION, THEN THE USE OF THOSE TERMS REQUIRES THE HEALTH CARE
2 CORPORATION TO RECOGNIZE THE SERVICES OF ANY INDIVIDUAL WHO QUAL-
3 IFIES UNDER THOSE TERMS IN ACCORDANCE WITH THE PUBLIC HEALTH
4 CODE, ACT NO. 368 OF THE PUBLIC ACTS OF 1978, BEING SECTIONS
5 333.1101 TO 333.25211 OF THE MICHIGAN COMPILED LAWS.

6 (F) "PHYSICIAN" SHALL NOT BE DEFINED MORE RESTRICTIVELY THAN
7 AS DEFINED IN MEDICARE.

8 (G) "SICKNESS" SHALL NOT BE DEFINED MORE RESTRICTIVELY THAN
9 TO MEAN ILLNESS OR DISEASE OF A COVERED PERSON THAT FIRST MANI-
10 FESTS ITSELF AFTER THE EFFECTIVE DATE OF COVERAGE AND WHILE THE
11 COVERAGE IS IN FORCE. THE DEFINITION MAY BE FURTHER MODIFIED TO
12 EXCLUDE SICKNESSES OR DISEASES FOR WHICH BENEFITS ARE PROVIDED TO
13 THE MEMBER UNDER ANY WORKER'S COMPENSATION, OCCUPATIONAL DISEASE,
14 EMPLOYER'S LIABILITY, OR SIMILAR LAW.

15 (H) "SKILLED NURSING FACILITY" SHALL NOT BE DEFINED MORE
16 RESTRICTIVELY THAN AS DEFINED IN MEDICARE.

17 SEC. 455. EVERY HEALTH CARE CORPORATION ISSUING A MEDICARE
18 SUPPLEMENT CERTIFICATE IN THIS STATE SHALL MAKE AVAILABLE A MEDI-
19 CARE SUPPLEMENT CERTIFICATE THAT INCLUDES A BASIC CORE PACKAGE OF
20 BENEFITS TO EACH PROSPECTIVE MEMBER. A HEALTH CARE CORPORATION
21 ISSUING A MEDICARE SUPPLEMENT CERTIFICATE IN THIS STATE MAY MAKE
22 AVAILABLE TO PROSPECTIVE MEMBERS BENEFITS PURSUANT TO SECTION 459
23 THAT ARE IN ADDITION TO, BUT NOT INSTEAD OF, THE BASIC CORE
24 PACKAGE. THE BASIC CORE PACKAGE OF BENEFITS SHALL INCLUDE ALL OF
25 THE FOLLOWING:

1 (A) COVERAGE OF PART A MEDICARE ELIGIBLE EXPENSES FOR
2 HOSPITALIZATION TO THE EXTENT NOT COVERED BY MEDICARE FROM THE
3 61ST DAY THROUGH THE 90TH DAY IN ANY MEDICARE BENEFIT PERIOD.

4 (B) COVERAGE OF PART A MEDICARE ELIGIBLE EXPENSES INCURRED
5 FOR HOSPITALIZATION TO THE EXTENT NOT COVERED BY MEDICARE FOR
6 EACH MEDICARE LIFETIME INPATIENT RESERVE DAY USED.

7 (C) UPON EXHAUSTION OF THE MEDICARE HOSPITAL INPATIENT COV-
8 ERAGE INCLUDING THE LIFETIME RESERVE DAYS, COVERAGE OF THE MEDI-
9 CARE PART A ELIGIBLE EXPENSES FOR HOSPITALIZATION PAID AT THE
10 DIAGNOSTIC RELATED GROUP DAY OUTLIER PER DIEM OR OTHER APPROPRI-
11 ATE STANDARD OF PAYMENT, SUBJECT TO A LIFETIME MAXIMUM BENEFIT OF
12 AN ADDITIONAL 365 DAYS.

13 (D) COVERAGE UNDER MEDICARE PARTS A AND B FOR THE REASONABLE
14 COST OF THE FIRST 3 PINTS OF BLOOD OR EQUIVALENT QUANTITIES OF
15 PACKED RED BLOOD CELLS, AS DEFINED UNDER FEDERAL REGULATIONS
16 UNLESS REPLACED IN ACCORDANCE WITH FEDERAL REGULATIONS.

17 (E) COVERAGE FOR THE COINSURANCE AMOUNT OF MEDICARE ELIGIBLE
18 EXPENSES UNDER PART B REGARDLESS OF HOSPITAL CONFINEMENT, SUBJECT
19 TO THE MEDICARE PART B DEDUCTIBLE.

20 SEC. 457. EVERY HEALTH CARE CORPORATION ISSUING A MEDICARE
21 SUPPLEMENT CERTIFICATE IN THIS STATE SHALL MAKE AVAILABLE A MEDI-
22 CARE SUPPLEMENT CERTIFICATE THAT INCLUDES THE BENEFITS PROVIDED
23 IN SECTION 461(5)(C).

24 SEC. 459. (1) IN ADDITION TO THE BASIC CORE PACKAGE OF
25 BENEFITS REQUIRED UNDER SECTION 455, THE FOLLOWING BENEFITS MAY
26 BE INCLUDED IN A MEDICARE SUPPLEMENT CERTIFICATE AND IF INCLUDED
27 SHALL CONFORM TO SECTION 461(5)(B) TO (J):

1 (A) MEDICARE PART A DEDUCTIBLE: COVERAGE FOR ALL OF THE
2 MEDICARE PART A INPATIENT HOSPITAL DEDUCTIBLE AMOUNT PER BENEFIT
3 PERIOD.

4 (B) SKILLED NURSING FACILITY CARE: COVERAGE FOR THE ACTUAL
5 BILLED CHARGES UP TO THE COINSURANCE AMOUNT FROM THE 21ST DAY
6 THROUGH THE 100TH DAY IN A MEDICARE BENEFIT PERIOD FOR POSTHOSPI-
7 TAL SKILLED NURSING FACILITY CARE ELIGIBLE UNDER MEDICARE PART
8 A.

9 (C) MEDICARE PART B DEDUCTIBLE: COVERAGE FOR ALL OF THE
10 MEDICARE PART B DEDUCTIBLE AMOUNT PER CALENDAR YEAR REGARDLESS OF
11 HOSPITAL CONFINEMENT.

12 (D) EIGHTY PERCENT OF THE MEDICARE PART B EXCESS CHARGES:
13 COVERAGE FOR 80% OF THE DIFFERENCE BETWEEN THE ACTUAL MEDICARE
14 PART B CHARGE AS BILLED, NOT TO EXCEED ANY CHARGE LIMITATION
15 ESTABLISHED BY MEDICARE OR STATE LAW, AND THE MEDICARE-APPROVED
16 PART B CHARGE.

17 (E) ONE HUNDRED PERCENT OF THE MEDICARE PART B EXCESS
18 CHARGES: COVERAGE FOR ALL OF THE DIFFERENCE BETWEEN THE ACTUAL
19 MEDICARE PART B CHARGE AS BILLED, NOT TO EXCEED ANY CHARGE LIM-
20 TATION ESTABLISHED BY MEDICARE OR STATE LAW, AND THE
21 MEDICARE-APPROVED PART B CHARGE.

22 (F) BASIC OUTPATIENT PRESCRIPTION DRUG BENEFIT: COVERAGE
23 FOR 50% OF OUTPATIENT PRESCRIPTION DRUG CHARGES, AFTER A \$250.00
24 CALENDAR YEAR DEDUCTIBLE, TO A MAXIMUM OF \$1,250.00 IN BENEFITS
25 RECEIVED BY THE MEMBER PER CALENDAR YEAR, TO THE EXTENT NOT COV-
26 ERED BY MEDICARE.

1 (G) EXTENDED OUTPATIENT PRESCRIPTION DRUG BENEFIT: COVERAGE
2 FOR 50% OF OUTPATIENT PRESCRIPTION DRUG CHARGES, AFTER A \$250.00
3 CALENDAR YEAR DEDUCTIBLE, TO A MAXIMUM OF \$3,000.00 IN BENEFITS
4 RECEIVED BY THE MEMBER PER CALENDAR YEAR, TO THE EXTENT NOT COV-
5 ERED BY MEDICARE.

6 (H) MEDICALLY NECESSARY EMERGENCY CARE IN A FOREIGN
7 COUNTRY: COVERAGE TO THE EXTENT NOT COVERED BY MEDICARE FOR 80%
8 OF THE BILLED CHARGES FOR MEDICARE-ELIGIBLE EXPENSES FOR MEDI-
9 CALLY NECESSARY EMERGENCY HOSPITAL, PHYSICIAN, AND MEDICAL CARE
10 RECEIVED IN A FOREIGN COUNTRY, WHICH CARE WOULD HAVE BEEN COVERED
11 BY MEDICARE IF PROVIDED IN THE UNITED STATES AND WHICH CARE BEGAN
12 DURING THE FIRST 60 CONSECUTIVE DAYS OF EACH TRIP OUTSIDE THE
13 UNITED STATES, SUBJECT TO A CALENDAR YEAR DEDUCTIBLE OF \$250.00,
14 AND A LIFETIME MAXIMUM BENEFIT OF \$50,000.00. FOR PURPOSES OF
15 THIS BENEFIT, "EMERGENCY CARE" MEANS CARE NEEDED IMMEDIATELY
16 BECAUSE OF AN INJURY OR AN ILLNESS OF SUDDEN AND UNEXPECTED
17 ONSET.

18 (I) PREVENTIVE MEDICAL CARE BENEFIT: COVERAGE FOR THE FOL-
19 LOWING PREVENTIVE HEALTH SERVICES:

20 (i) AN ANNUAL CLINICAL PREVENTIVE MEDICAL HISTORY AND PHYSI-
21 CAL EXAMINATION THAT MAY INCLUDE TESTS AND SERVICES FROM
22 SUBPARAGRAPH (ii) AND PATIENT EDUCATION TO ADDRESS PREVENTIVE
23 HEALTH CARE MEASURES.

24 (ii) ANY 1 OR A COMBINATION OF THE FOLLOWING PREVENTIVE
25 SCREENING TESTS OR PREVENTIVE SERVICES, THE FREQUENCY OF WHICH IS
26 CONSIDERED MEDICALLY APPROPRIATE:

1 (A) FECAL OCCULT BLOOD TEST AND DIGITAL RECTAL EXAMINATION.

2 (B) MAMMOGRAM.

3 (C) DIPSTICK URINALYSIS FOR HEMATURIA, BACTERIURIA, AND
4 PROTEINURIA.

5 (D) PURE TONE, AIR ONLY, HEARING SCREENING TEST, ADMINIS-
6 TERED OR ORDERED BY A PHYSICIAN.

7 (E) SERUM CHOLESTEROL SCREENING EVERY 5 YEARS.

8 (F) THYROID FUNCTION TEST.

9 (G) DIABETES SCREENING.

10 (H) INFLUENZA VACCINE ADMINISTERED AT ANY APPROPRIATE TIME
11 DURING THE YEAR AND TETANUS AND DIPHTHERIA BOOSTER EVERY 10
12 YEARS.

13 (I) ANY OTHER TESTS OR PREVENTIVE MEASURES DETERMINED APPRO-
14 PRIATE BY THE ATTENDING PHYSICIAN.

15 (J) AT-HOME RECOVERY BENEFIT: COVERAGE FOR SERVICES TO PRO-
16 VIDE SHORT TERM, AT-HOME ASSISTANCE WITH ACTIVITIES OF DAILY
17 LIVING FOR THOSE RECOVERING FROM AN ILLNESS, INJURY, OR SURGERY.
18 AT-HOME RECOVERY SERVICES PROVIDED SHALL BE PRIMARILY SERVICES
19 THAT ASSIST IN ACTIVITIES OF DAILY LIVING. THE MEMBER'S ATTEND-
20 ING PHYSICIAN SHALL CERTIFY THAT THE SPECIFIC TYPE AND FREQUENCY
21 OF AT-HOME RECOVERY SERVICES ARE NECESSARY BECAUSE OF A CONDITION
22 FOR WHICH A HOME CARE PLAN OF TREATMENT WAS APPROVED BY
23 MEDICARE. COVERAGE IS EXCLUDED FOR HOME CARE VISITS PAID FOR BY
24 MEDICARE OR OTHER GOVERNMENT PROGRAMS AND CARE PROVIDED BY FAMILY
25 MEMBERS, UNPAID VOLUNTEERS, OR PROVIDERS WHO ARE NOT CARE
26 PROVIDERS. COVERAGE IS LIMITED TO:

1 (i) NO MORE THAN THE NUMBER OF AT-HOME RECOVERY VISITS
2 CERTIFIED AS NECESSARY BY THE MEMBER'S ATTENDING PHYSICIAN. THE
3 TOTAL NUMBER OF AT-HOME RECOVERY VISITS SHALL NOT EXCEED THE
4 NUMBER OF MEDICARE APPROVED HOME HEALTH CARE VISITS UNDER A MEDI-
5 CARE APPROVED HOME CARE PLAN OF TREATMENT.

6 (ii) THE ACTUAL CHARGES FOR EACH VISIT UP TO A MAXIMUM REIM-
7 BURSEMENT OF \$40.00 PER VISIT.

8 (iii) ONE THOUSAND SIX HUNDRED DOLLARS PER CALENDAR YEAR.

9 (iv) SEVEN VISITS IN ANY 1 WEEK.

10 (v) CARE FURNISHED ON A VISITING BASIS IN THE MEMBER'S
11 HOME.

12 (vi) SERVICES PROVIDED BY A CARE PROVIDER AS DEFINED IN THIS
13 SECTION.

14 (vii) AT-HOME RECOVERY VISITS WHILE THE MEMBER IS COVERED
15 UNDER THE CERTIFICATE AND NOT OTHERWISE EXCLUDED.

16 (viii) AT-HOME RECOVERY VISITS RECEIVED DURING THE PERIOD
17 THE MEMBER IS RECEIVING MEDICARE APPROVED HOME CARE SERVICES OR
18 NO MORE THAN 8 WEEKS AFTER THE SERVICE DATE OF THE LAST MEDICARE
19 APPROVED HOME HEALTH CARE VISIT.

20 (K) NEW OR INNOVATIVE BENEFITS: A HEALTH CARE CORPORATION
21 MAY, WITH THE PRIOR APPROVAL OF THE COMMISSIONER, OFFER NEW OR
22 INNOVATIVE BENEFITS IN ADDITION TO THE BENEFITS PROVIDED IN A
23 CERTIFICATE THAT OTHERWISE COMPLIES WITH THE APPLICABLE
24 STANDARDS. THESE BENEFITS MAY INCLUDE BENEFITS THAT ARE APPRO-
25 PRIATE TO MEDICARE SUPPLEMENT COVERAGE, NEW OR INNOVATIVE, NOT
26 OTHERWISE AVAILABLE, COST-EFFECTIVE, AND OFFERED IN A MANNER THAT

1 IS CONSISTENT WITH THE GOAL OF SIMPLIFICATION OF MEDICARE
2 SUPPLEMENT CERTIFICATES.

3 (2) REIMBURSEMENT FOR THE PREVENTIVE SCREENING TESTS AND
4 SERVICES UNDER SUBSECTION (1)(I)(ii) SHALL BE FOR THE ACTUAL
5 CHARGES UP TO 100% OF THE MEDICARE-APPROVED AMOUNT FOR EACH TEST
6 OR SERVICE, AS IF MEDICARE WERE TO COVER THE TEST OR SERVICE AS
7 IDENTIFIED IN THE AMERICAN MEDICAL ASSOCIATION CURRENT PROCEDURAL
8 TERMINOLOGY CODES, TO A MAXIMUM OF \$120.00 ANNUALLY UNDER THIS
9 BENEFIT. THIS BENEFIT SHALL NOT INCLUDE PAYMENT FOR ANY PROCE-
10 DURE COVERED BY MEDICARE.

11 (3) AS USED IN SUBSECTION (1)(J):

12 (A) "ACTIVITIES OF DAILY LIVING" INCLUDE, BUT ARE NOT
13 LIMITED TO, BATHING, DRESSING, PERSONAL HYGIENE, TRANSFERRING,
14 EATING, AMBULATING, ASSISTANCE WITH DRUGS THAT ARE NORMALLY
15 SELF-ADMINISTERED, AND CHANGING BANDAGES OR OTHER DRESSINGS.

16 (B) "CARE PROVIDER" MEANS A DULY QUALIFIED OR LICENSED HOME
17 HEALTH AIDE/HOMEMAKER, PERSONAL CARE AIDE, OR NURSE PROVIDED
18 THROUGH A LICENSED HOME HEALTH CARE AGENCY OR REFERRED BY A
19 LICENSED REFERRAL AGENCY OR LICENSED NURSES REGISTRY.

20 (C) "HOME" MEANS ANY PLACE USED BY THE MEMBER AS A PLACE OF
21 RESIDENCE, PROVIDED THAT IT QUALIFIES AS A RESIDENCE FOR HOME
22 HEALTH CARE SERVICES COVERED BY MEDICARE. A HOSPITAL OR SKILLED
23 NURSING FACILITY SHALL NOT BE CONSIDERED THE MEMBER'S HOME.

24 (D) "AT-HOME RECOVERY VISIT" MEANS THE PERIOD OF A VISIT
25 REQUIRED TO PROVIDE AT HOME RECOVERY CARE, WITHOUT LIMIT ON THE
26 DURATION OF THE VISIT, EXCEPT EACH CONSECUTIVE 4 HOURS IN A

1 24-HOUR PERIOD OF SERVICES PROVIDED BY A CARE PROVIDER IS 1
2 VISIT.

3 SEC. 461. (1) A HEALTH CARE CORPORATION SHALL MAKE AVAIL-
4 ABLE TO EACH PROSPECTIVE MEDICARE SUPPLEMENT CERTIFICATE HOLDER A
5 CERTIFICATE FORM CONTAINING ONLY THE BASIC CORE BENEFITS AS PRO-
6 VIDED IN SECTION 455.

7 (2) GROUPS, PACKAGES, OR COMBINATIONS OF MEDICARE SUPPLEMENT
8 BENEFITS OTHER THAN THOSE LISTED IN THIS SECTION SHALL NOT BE
9 OFFERED FOR SALE IN THIS STATE EXCEPT AS MAY BE PERMITTED IN SEC-
10 TION 459(1)(K).

11 (3) BENEFIT PLANS SHALL CONTAIN THE APPROPRIATE A THROUGH J
12 DESIGNATIONS, SHALL BE UNIFORM IN STRUCTURE, LANGUAGE, AND FORMAT
13 TO THE STANDARD BENEFIT PLANS IN SUBSECTION (5), AND SHALL CON-
14 FORM TO THE DEFINITIONS IN THIS PART. EACH BENEFIT SHALL BE
15 STRUCTURED IN ACCORDANCE WITH SECTIONS 455 AND 459 AND LIST THE
16 BENEFITS IN THE ORDER SHOWN IN SUBSECTION (5). FOR PURPOSES OF
17 THIS SECTION, "STRUCTURE, LANGUAGE, AND FORMAT" MEANS STYLE,
18 ARRANGEMENT, AND OVERALL CONTENT OF A BENEFIT.

19 (4) IN ADDITION TO THE BENEFIT PLAN DESIGNATIONS A THROUGH J
20 AS PROVIDED UNDER SUBSECTION (5), A HEALTH CARE CORPORATION MAY
21 USE OTHER DESIGNATIONS TO THE EXTENT PERMITTED BY LAW.

22 (5) A MEDICARE SUPPLEMENT BENEFIT PLAN SHALL CONFORM TO 1 OF
23 THE FOLLOWING:

24 (A) A STANDARDIZED MEDICARE SUPPLEMENT BENEFIT PLAN A SHALL
25 BE LIMITED TO THE BASIC CORE BENEFITS COMMON TO ALL BENEFIT PLANS
26 AS DEFINED IN SECTION 455.

1 (B) A STANDARDIZED MEDICARE SUPPLEMENT BENEFIT PLAN B SHALL
2 INCLUDE ONLY THE FOLLOWING: THE CORE BENEFITS AS DEFINED IN
3 SECTION 455 AND THE MEDICARE PART A DEDUCTIBLE AS DEFINED IN SEC-
4 TION 459(1)(A).

5 (C) A STANDARDIZED MEDICARE SUPPLEMENT BENEFIT PLAN C SHALL
6 INCLUDE ONLY THE FOLLOWING: THE CORE BENEFITS AS DEFINED IN SEC-
7 TION 455, THE MEDICARE PART A DEDUCTIBLE, SKILLED NURSING FACIL-
8 ITY CARE, MEDICARE PART B DEDUCTIBLE, AND MEDICALLY NECESSARY
9 EMERGENCY CARE IN A FOREIGN COUNTRY AS DEFINED IN SECTION
10 459(1)(A), (B), (C), AND (H).

11 (D) A STANDARDIZED MEDICARE SUPPLEMENT BENEFIT PLAN D SHALL
12 INCLUDE ONLY THE FOLLOWING: THE CORE BENEFITS AS DEFINED IN SEC-
13 TION 455, THE MEDICARE PART A DEDUCTIBLE, SKILLED NURSING FACIL-
14 ITY CARE, MEDICALLY NECESSARY EMERGENCY CARE IN A FOREIGN COUN-
15 TRY, AND THE AT-HOME RECOVERY BENEFIT AS DEFINED IN SECTION
16 459(1)(A), (B), (H), AND (J).

17 (E) A STANDARDIZED MEDICARE SUPPLEMENT BENEFIT PLAN E SHALL
18 INCLUDE ONLY THE FOLLOWING: THE CORE BENEFITS AS DEFINED IN SEC-
19 TION 455, THE MEDICARE PART A DEDUCTIBLE, SKILLED NURSING FACIL-
20 ITY CARE, MEDICALLY NECESSARY EMERGENCY CARE IN A FOREIGN COUN-
21 TRY, AND PREVENTIVE MEDICAL CARE AS DEFINED IN SECTION 459(1)(A),
22 (B), (H), AND (I).

23 (F) A STANDARDIZED MEDICARE SUPPLEMENT BENEFIT PLAN F SHALL
24 INCLUDE ONLY THE FOLLOWING: THE CORE BENEFITS AS DEFINED IN SEC-
25 TION 455, THE MEDICARE PART A DEDUCTIBLE, SKILLED NURSING FACIL-
26 ITY-CARE, MEDICARE PART B DEDUCTIBLE, 100% OF THE MEDICARE PART B
27 EXCESS CHARGES, AND MEDICALLY NECESSARY EMERGENCY CARE IN A

1 FOREIGN COUNTRY AS DEFINED IN SECTION 459(1)(A), (B), (C), (E),
2 AND (H).

3 (G) A STANDARDIZED MEDICARE SUPPLEMENT BENEFIT PLAN G SHALL
4 INCLUDE ONLY THE FOLLOWING: THE CORE BENEFITS AS DEFINED IN SEC-
5 TION 455, THE MEDICARE PART A DEDUCTIBLE, SKILLED NURSING FACIL-
6 ITY CARE, 80% OF THE MEDICARE PART B EXCESS CHARGES, MEDICALLY
7 NECESSARY EMERGENCY CARE IN A FOREIGN COUNTRY, AND THE AT-HOME
8 RECOVERY BENEFIT AS DEFINED IN SECTION 459(1)(A), (B), (D), (H),
9 AND (J).

10 (H) A STANDARDIZED MEDICARE SUPPLEMENT BENEFIT PLAN H SHALL
11 INCLUDE ONLY THE FOLLOWING: THE CORE BENEFITS AS DEFINED IN SEC-
12 TION 455, THE MEDICARE PART A DEDUCTIBLE, SKILLED NURSING FACIL-
13 ITY CARE, BASIC OUTPATIENT PRESCRIPTION DRUG BENEFIT, AND MEDI-
14 CALLY NECESSARY EMERGENCY CARE IN A FOREIGN COUNTRY AS DEFINED IN
15 SECTION 459(1)(A), (B), (F), AND (H).

16 (I) A STANDARDIZED MEDICARE SUPPLEMENT BENEFIT PLAN I SHALL
17 INCLUDE ONLY THE FOLLOWING: THE CORE BENEFITS AS DEFINED IN SEC-
18 TION 455, THE MEDICARE PART A DEDUCTIBLE, SKILLED NURSING FACIL-
19 ITY CARE, 100% OF THE MEDICARE PART B EXCESS CHARGES, BASIC OUT-
20 PATIENT PRESCRIPTION DRUG BENEFIT, MEDICALLY NECESSARY EMERGENCY
21 CARE IN A FOREIGN COUNTRY, AND AT-HOME RECOVERY BENEFIT AS
22 DEFINED IN SECTION 459(1)(A), (B), (E), (F), (H), AND (J).

23 (J) A STANDARDIZED MEDICARE SUPPLEMENT BENEFIT PLAN J SHALL
24 INCLUDE ONLY THE FOLLOWING: THE CORE BENEFITS AS DEFINED IN SEC-
25 TION 455, THE MEDICARE PART A DEDUCTIBLE, SKILLED NURSING FACIL-
26 ITY CARE, MEDICARE PART B DEDUCTIBLE, 100% OF THE MEDICARE PART B
27 EXCESS CHARGES, EXTENDED OUTPATIENT PRESCRIPTION DRUG BENEFIT,

1 MEDICALLY NECESSARY EMERGENCY CARE IN A FOREIGN COUNTRY,
2 PREVENTIVE MEDICAL CARE, AND AT-HOME RECOVERY BENEFIT AS DEFINED
3 IN SECTION 459(1)(A), (B), (C), (E), (G), (H), (I), AND (J).

4 SEC. 463. A HEALTH CARE CORPORATION THAT ISSUES A CERTIFI-
5 CATE THAT PROVIDES DISABILITY COVERAGE TO A PERSON ELIGIBLE FOR
6 MEDICARE BY REASON OF AGE SHALL PROVIDE THE PROSPECTIVE CERTIFI-
7 CATE HOLDER WITH A MEDICARE SUPPLEMENT BUYER'S GUIDE, WHICH SHALL
8 BE FURNISHED AT THE TIME OF APPLICATION, AND ACKNOWLEDGMENT OF
9 RECEIPT OF THE BUYER'S GUIDE SHALL BE OBTAINED BY THE HEALTH CARE
10 CORPORATION. HOWEVER, FOR DIRECT RESPONSE SOLICITATION CERTIFI-
11 CATES, THE GUIDE SHALL BE FURNISHED WITH THE CERTIFICATE AND
12 ACKNOWLEDGMENT OF RECEIPT NEED NOT BE OBTAINED BY THE HEALTH CARE
13 CORPORATION.

14 SEC. 465. (1) A HEALTH CARE CORPORATION THAT OFFERS A MEDI-
15 CARE SUPPLEMENT CERTIFICATE SHALL PROVIDE TO THE APPLICANT AT THE
16 TIME OF APPLICATION AN OUTLINE OF COVERAGE AND, EXCEPT FOR DIRECT
17 RESPONSE SOLICITATION CERTIFICATES, SHALL OBTAIN AN ACKNOWLEDG-
18 MENT OF RECEIPT OF THE OUTLINE OF COVERAGE FROM THE APPLICANT.
19 THE OUTLINE OF COVERAGE PROVIDED TO APPLICANTS PURSUANT TO THIS
20 SECTION SHALL CONSIST OF THE FOLLOWING 4 PARTS:

21 (A) A COVER PAGE.

22 (B) PREMIUM INFORMATION.

23 (C) DISCLOSURE PAGES.

24 (D) CHARTS DISPLAYING THE FEATURES OF EACH BENEFIT PLAN
25 OFFERED BY THE HEALTH CARE CORPORATION.

26 (2) AN OUTLINE OF COVERAGE UNDER SUBSECTION (1) SHALL BE IN
27 THE LANGUAGE AND FORMAT PRESCRIBED IN THIS SECTION AND IN NOT

1 LESS THAN 12-POINT TYPE. THE A THROUGH J LETTER DESIGNATION OF
2 THE PLAN SHALL BE SHOWN ON THE COVER PAGE AND THE PLANS OFFERED
3 BY THE HEALTH CARE CORPORATION SHALL BE PROMINENTLY IDENTIFIED.
4 PREMIUM INFORMATION SHALL BE SHOWN ON THE COVER PAGE OR IMMEDI-
5 ATELY FOLLOWING THE COVER PAGE AND SHALL BE PROMINENTLY
6 DISPLAYED. THE PREMIUM AND MODE SHALL BE STATED FOR ALL PLANS
7 THAT ARE OFFERED TO THE APPLICANT. ALL POSSIBLE PREMIUMS FOR THE
8 APPLICANT SHALL BE ILLUSTRATED. THE FOLLOWING ITEMS SHALL BE
9 INCLUDED IN THE OUTLINE OF COVERAGE IN THE ORDER PRESCRIBED BELOW
10 AND IN SUBSTANTIALLY THE FOLLOWING FORM, AS APPROVED BY THE
11 COMMISSIONER:

(HEALTH CARE CORPORATION NAME)

MEDICARE SUPPLEMENT COVERAGE

OUTLINE OF MEDICARE SUPPLEMENT COVERAGE-COVER PAGE:

BENEFIT PLAN(S) _____ [INSERT LETTER(S) OF PLAN(S) BEING OFFERED]

5 MEDICARE SUPPLEMENT COVERAGE CAN BE SOLD IN ONLY 10 STANDARD PLANS. THIS CHART SHOWS THE
 6 BENEFITS INCLUDED IN EACH PLAN. EVERY HEALTH CARE CORPORATION SHALL MAKE AVAILABLE PLAN
 7 "A". SOME PLANS MAY NOT BE AVAILABLE IN YOUR STATE.

8 BASIC BENEFITS: INCLUDED IN ALL PLANS.

9 HOSPITALIZATION: PART A COINSURANCE PLUS COVERAGE FOR 365 ADDITIONAL DAYS AFTER MEDICARE
 10 BENEFITS END.

11 MEDICAL EXPENSES: PART B COINSURANCE (20% OF MEDICARE-APPROVED EXPENSES).

12 BLOOD: FIRST THREE PINTS OF BLOOD EACH YEAR.

	A	B	C	D	E	F	G	H	I	J
16 BASIC BENEFITS	X	X	X	X	X	X	X	X	X	X
18 SKILLED NURSING 19 CO-INSURANCE			X	X	X	X	X	X	X	X
21 PART A DEDUCTIBLE		X	X	X	X	X	X	X	X	X
23 PART B DEDUCTIBLE			X			X				X
25 PART B EXCESS						X 100%	X 80%		X 100%	X 100%
28 FOREIGN TRAVEL 29 EMERGENCY			X	X	X	X	X	X	X	X
31 AT-HOME RECOVERY				X			X		X	X
34 DRUGS								X \$1,250 LIMIT	X \$1,250 LIMIT	X \$3,000 LIMIT
37 PREVENTIVE CARE										X

1 PREMIUM INFORMATION

2 WE (INSERT HEALTH CARE CORPORATION'S NAME) CAN ONLY RAISE
3 YOUR PREMIUM IF WE RAISE THE PREMIUM FOR ALL CERTIFICATES LIKE
4 YOURS IN THIS STATE. (IF THE PREMIUM IS BASED ON THE INCREASING
5 AGE OF THE MEMBER, INCLUDE INFORMATION SPECIFYING WHEN PREMIUMS
6 WILL CHANGE).

7 DISCLOSURES

8 USE THIS OUTLINE TO COMPARE BENEFITS AND PREMIUMS AMONG POL-
9 ICIES, CERTIFICATES, AND CONTRACTS.

10 READ YOUR POLICY VERY CAREFULLY

11 THIS IS ONLY AN OUTLINE DESCRIBING YOUR CERTIFICATE'S MOST
12 IMPORTANT FEATURES. THE CERTIFICATE IS YOUR CONTRACT. YOU MUST
13 READ THE CERTIFICATE ITSELF TO UNDERSTAND ALL OF THE RIGHTS AND
14 DUTIES OF BOTH YOU AND YOUR HEALTH CARE CORPORATION.

15 RIGHT TO RETURN CERTIFICATE

16 IF YOU FIND THAT YOU ARE NOT SATISFIED WITH YOUR CERTIFI-
17 CATE, YOU MAY RETURN IT TO (INSERT HEALTH CARE CORPORATION'S
18 ADDRESS). IF YOU SEND THE CERTIFICATE BACK TO US WITHIN 30 DAYS
19 AFTER YOU RECEIVE IT, WE WILL TREAT THE CERTIFICATE AS IF IT HAD
20 NEVER BEEN ISSUED AND RETURN ALL OF YOUR PAYMENTS.

21 CERTIFICATE REPLACEMENT

22 IF YOU ARE REPLACING ANOTHER HEALTH INSURANCE POLICY, CON-
23 TRACT, OR CERTIFICATE, DO NOT CANCEL IT UNTIL YOU HAVE ACTUALLY
24 RECEIVED YOUR NEW CERTIFICATE AND ARE SURE YOU WANT TO KEEP IT.

25 NOTICE

26 THIS CERTIFICATE MAY NOT FULLY COVER ALL OF YOUR MEDICAL
27 COSTS.

1 [FOR AGENT ISSUED CERTIFICATES]

2 NEITHER (INSERT HEALTH CARE CORPORATION'S NAME) NOR ITS
3 AGENTS ARE CONNECTED WITH MEDICARE.

4 [FOR DIRECT RESPONSE ISSUED CERTIFICATES]

5 (INSERT HEALTH CARE CORPORATION'S NAME) IS NOT CONNECTED
6 WITH MEDICARE.

7 THIS OUTLINE OF COVERAGE DOES NOT GIVE ALL THE DETAILS OF MEDI-
8 CARE COVERAGE. CONTACT YOUR LOCAL SOCIAL SECURITY OFFICE OR CON-
9 SULT "THE MEDICARE HANDBOOK" FOR MORE DETAILS.

10 COMPLETE ANSWERS ARE VERY IMPORTANT

11 WHEN YOU FILL OUT THE APPLICATION FOR THE NEW CERTIFICATE,
12 BE SURE TO ANSWER TRUTHFULLY AND COMPLETELY ALL QUESTIONS ABOUT
13 YOUR MEDICAL AND HEALTH HISTORY. THE COMPANY MAY CANCEL YOUR
14 CERTIFICATE AND REFUSE TO PAY ANY CLAIMS IF YOU LEAVE OUT OR FAL-
15 SIFY IMPORTANT MEDICAL INFORMATION. [IF THE CERTIFICATE IS GUAR-
16 ANTEED ISSUE, THIS PARAGRAPH NEED NOT APPEAR.]

17 REVIEW THE APPLICATION CAREFULLY BEFORE YOU SIGN IT. BE
18 CERTAIN THAT ALL INFORMATION HAS BEEN PROPERLY RECORDED.

19 [INCLUDE FOR EACH PLAN OFFERED BY THE HEALTH CARE CORPORA-
20 TION A CHART SHOWING THE SERVICES, MEDICARE PAYMENTS, PLAN PAY-
21 MENTS, AND MEMBER PAYMENTS USING THE SAME LANGUAGE, IN THE SAME
22 ORDER, AND USING UNIFORM LAYOUT AND FORMAT AS SHOWN IN THE CHARTS
23 THAT FOLLOW. A HEALTH CARE CORPORATION MAY USE ADDITIONAL BENE-
24 FIT PLAN DESIGNATIONS ON THESE CHARTS PURSUANT TO
25 SECTION 459(1)(K). INCLUDE AN EXPLANATION OF ANY INNOVATIVE BEN-
26 EFITS ON THE COVER PAGE AND IN THE CHART, IN A MANNER APPROVED BY
27 THE COMMISSIONER. THE HEALTH CARE CORPORATION ISSUING THE

1 CERTIFICATE SHALL CHANGE THE DOLLAR AMOUNTS EACH YEAR TO REFLECT
2 CURRENT FIGURES. NO MORE THAN 4 PLANS MAY BE SHOWN ON 1 CHART.]
3 CHARTS FOR EACH PLAN ARE AS FOLLOWS:

PLAN A

MEDICARE (PART A)--HOSPITAL SERVICES--PER BENEFIT PERIOD

*A BENEFIT PERIOD BEGINS ON THE FIRST DAY YOU RECEIVE SERVICE AS AN INPATIENT IN A HOSPITAL AND ENDS AFTER YOU HAVE BEEN OUT OF THE HOSPITAL AND HAVE NOT RECEIVED SKILLED CARE IN ANY OTHER FACILITY FOR 60 DAYS IN A ROW.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
HOSPITALIZATION*			
SEMIPRIVATE ROOM AND BOARD, GENERAL NURSING AND MISCELLANEOUS SERVICES AND SUPPLIES			
FIRST 60 DAYS	ALL BUT \$628	\$0	\$628 (PART A DEDUCTIBLE)
61ST THRU 90TH DAY	ALL BUT \$157 A DAY	\$157 A DAY	\$0
91ST DAY AND AFTER:			
--WHILE USING 60 LIFETIME RESERVE DAYS	ALL BUT \$314 A DAY	\$314 A DAY	\$0
--ONCE LIFETIME RESERVE DAYS ARE USED:			
--ADDITIONAL 365 DAYS	\$0	100% OF MEDICARE ELIGIBLE EXPENSES	\$0
--BEYOND THE ADDITIONAL 365 DAYS	\$0	\$0	ALL COSTS
SKILLED NURSING FACILITY CARE*			
YOU MUST MEET MEDICARE'S REQUIREMENTS, INCLUDING HAVING BEEN IN A HOSPITAL FOR AT LEAST 3 DAYS AND ENTERED A MEDICARE-APPROVED FACILITY WITHIN 30 DAYS AFTER LEAVING THE HOSPITAL			
FIRST 20 DAYS	ALL APPROVED AMOUNTS	\$0	\$0
21ST THRU 100TH DAY	ALL BUT \$78.50 A DAY	\$0	UP TO \$78.50 A DAY
101ST DAY AND AFTER	\$0	\$0	ALL COSTS
BLOOD			
FIRST 3 PINTS	\$0	3 PINTS	\$0
ADDITIONAL AMOUNTS	100%	\$0	\$0

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3	HOSPICE CARE			
4	AVAILABLE AS LONG AS YOUR	ALL BUT VERY	\$0	BALANCE
5	DOCTOR CERTIFIES YOU ARE	LIMITED COINSURANCE		
6	TERMINALLY ILL AND YOU	FOR OUTPATIENT		
7	ELECT TO RECEIVE THESE	DRUGS AND INPATIENT		
8	SERVICES	RESPITE CARE		
9				

PLAN A

MEDICARE (PART B)--MEDICAL SERVICES--PER CALENDAR YEAR

*ONCE YOU HAVE BEEN BILLED \$100 OF MEDICARE-APPROVED AMOUNTS FOR COVERED SERVICES (WHICH ARE NOTED WITH AN ASTERISK), YOUR PART B DEDUCTIBLE WILL HAVE BEEN MET FOR THE CALENDAR YEAR.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
MEDICAL EXPENSES-- IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, SUCH AS PHYSI- CIAN'S SERVICES, INPATIENT AND OUTPATIENT MEDICAL AND SURGICAL SERVICES AND SUP- PLIES, PHYSICAL AND SPEECH THERAPY, DIAGNOSTIC TESTS, DURABLE MEDICAL EQUIPMENT, FIRST \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	\$0	\$100 (PART B DEDUCTIBLE)
REMAINDER OF MEDICARE APPROVED AMOUNTS PART B EXCESS CHARGES (ABOVE MEDICARE APPROVED AMOUNTS)	80%	20%	\$0
	\$0	\$0	ALL COSTS
BLOOD FIRST 3 PINTS NEXT \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	ALL COSTS	\$0
	\$0	\$0	\$100 (PART B DEDUCTIBLE)
REMAINDER OF MEDICARE APPROVED AMOUNTS	80%	20%	\$0
CLINICAL LABORATORY SERVICES--BLOOD TESTS FOR DIAGNOSTIC SERVICES	100%	\$0	\$0

(CONTINUED)

PARTS A & B

1				
2				
3				
4	HOME HEALTH CARE			
5	MEDICARE APPROVED			
6	SERVICES			
7	--MEDICALLY NECESSARY			
8	SKILLED CARE SERVICES			
9	AND MEDICAL SUPPLIES	100%	\$0	\$0
10	--DURABLE MEDICAL EQUIP-			
11	MENT			
12	FIRST \$100 OF MEDICARE			
13	APPROVED AMOUNTS*	\$0	\$0	\$100 (PART
14				DEDUCTIBL
15	REMAINDER OF MEDICARE			
16	APPROVED AMOUNTS	80%	20%	\$0
17				

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PLAN B

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MEDICARE (PART A)--HOSPITAL SERVICES--PER BENEFIT PERIOD

3 *A BENEFIT PERIOD BEGINS ON THE FIRST DAY YOU RECEIVE SERVICE AS AN INPATIENT
 4 IN A HOSPITAL AND ENDS AFTER YOU HAVE BEEN OUT OF THE HOSPITAL AND
 5 HAVE NOT RECEIVED SKILLED CARE IN ANY OTHER FACILITY FOR 60 DAYS IN A
 6 ROW.

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SERVICES

MEDICARE PAYS

PLAN PAYS

YOU PAY

HOSPITALIZATION*

SEMIPRIVATE ROOM AND BOARD,

GENERAL NURSING AND MIS-

CELLANEOUS SERVICES AND

SUPPLIES

FIRST 60 DAYS

ALL BUT \$628

\$628
(PART A
DEDUCTIBLE)

\$0

61ST THRU 90TH DAY

ALL BUT \$157 A DAY

\$157 A DAY

\$0

91ST DAY AND AFTER

--WHILE USING 60 LIFETIME

RESERVE DAYS

ALL BUT \$314 A DAY

\$314 A DAY

\$0

--ONCE LIFETIME RESERVE

DAYS ARE USED:

--ADDITIONAL 365 DAYS

\$0

100% OF
MEDICARE
ELIGIBLE
EXPENSES

\$0

--BEYOND THE

ADDITIONAL 365 DAYS

\$0

\$0

ALL COSTS

SKILLED NURSING FACILITY

CARE*

YOU MUST MEET MEDICARE'S

REQUIREMENTS, INCLUDING

HAVING BEEN IN A HOSPITAL

FOR AT LEAST 3 DAYS AND

ENTERED A MEDICARE-APPROVED

FACILITY WITHIN 30 DAYS

AFTER LEAVING THE HOSPITAL

FIRST 20 DAYS

ALL APPROVED
AMOUNTS

\$0

\$0

21ST THRU 100TH DAY

ALL BUT \$78.50
A DAY

\$0

UP TO \$78.50
A DAY

101ST DAY AND AFTER

\$0

\$0

ALL COSTS

BLOOD

FIRST 3 PINTS

\$0

3 PINTS

\$0

ADDITIONAL AMOUNTS

100%

\$0

\$0

1				
2				
3	HOSPICE CARE			
4	AVAILABLE AS LONG AS YOUR	ALL BUT VERY	\$0	BALANCE
5	DOCTOR CERTIFIES YOU ARE	LIMITED COINSURANCE		
6	TERMINALLY ILL AND YOU	FOR OUTPATIENT		
7	ELECT TO RECEIVE THESE	DRUGS AND INPATIENT		
8	SERVICES	RESPITE CARE		
9				

PLAN B

MEDICARE (PART B)--MEDICAL SERVICES--PER CALENDAR YEAR

*ONCE YOU HAVE BEEN BILLED \$100 OF MEDICARE-APPROVED AMOUNTS FOR COVERED SERVICES (WHICH ARE NOTED WITH AN ASTERISK), YOUR PART B DEDUCTIBLE WILL HAVE BEEN MET FOR THE CALENDAR YEAR.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
MEDICAL EXPENSES-- IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, SUCH AS PHYSI- CIAN'S SERVICES, INPATIENT AND OUTPATIENT MEDICAL AND SURGICAL SERVICES AND SUP- PLIES, PHYSICAL AND SPEECH THERAPY, DIAGNOSTIC TESTS, DURABLE MEDICAL EQUIPMENT, FIRST \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	\$0	\$100 (PART B DEDUCTIBLE)
REMAINDER OF MEDICARE APPROVED AMOUNTS PART B EXCESS CHARGES (ABOVE MEDICARE APPROVED AMOUNTS)	80%	20%	\$0
	\$0	\$0	ALL COSTS
BLOOD FIRST 3 PINTS	\$0	ALL COSTS	\$0
NEXT \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	\$0	\$100 (PART B DEDUCTIBLE)
REMAINDER OF MEDICARE APPROVED AMOUNTS	80%	20%	\$0
CLINICAL LABORATORY SERVICES--BLOOD TESTS FOR DIAGNOSTIC SERVICES	100%	\$0	\$0

(CONTINUED)

PARTS A & B

1				
2				
3				
4	HOME HEALTH CARE			
5	MEDICARE APPROVED			
6	SERVICES			
7	--MEDICALLY NECESSARY			
8	SKILLED CARE SERVICES			
9	AND MEDICAL SUPPLIES	100%	\$0	\$0
10	--DURABLE MEDICAL EQUIP-			
11	MENT			
12	FIRST \$100 OF MEDICARE			
13	APPROVED AMOUNTS*	\$0	\$0	\$100 (PART
14				DEDUCTIBLE
15	REMAINDER OF MEDICARE			
16	APPROVED AMOUNTS	80%	20%	\$0
17				

PLAN C

MEDICARE (PART A)--HOSPITAL SERVICES--PER BENEFIT PERIOD

*A BENEFIT PERIOD BEGINS ON THE FIRST DAY YOU RECEIVE SERVICE AS AN INPATIENT IN A HOSPITAL AND ENDS AFTER YOU HAVE BEEN OUT OF THE HOSPITAL AND HAVE NOT RECEIVED SKILLED CARE IN ANY OTHER FACILITY FOR 60 DAYS IN A ROW.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
HOSPITALIZATION*			
SEMIPRIVATE ROOM AND BOARD, GENERAL NURSING AND MISCELLANEOUS SERVICES AND SUPPLIES			
FIRST 60 DAYS	ALL BUT \$628	\$628 (PART A DEDUCTIBLE)	\$0
61ST THRU 90TH DAY	ALL BUT \$157 A DAY	\$157 A DAY	\$0
91ST DAY AND AFTER			
--WHILE USING 60 LIFETIME RESERVE DAYS	ALL BUT \$314 A DAY	\$314 A DAY	\$0
--ONCE LIFETIME RESERVE DAYS ARE USED:			
--ADDITIONAL 365 DAYS	\$0	100% OF MEDICARE ELIGIBLE EXPENSES	\$0
--BEYOND THE ADDITIONAL 365 DAYS	\$0	\$0	ALL COSTS
SKILLED NURSING FACILITY CARE*			
YOU MUST MEET MEDICARE'S REQUIREMENTS, INCLUDING HAVING BEEN IN A HOSPITAL FOR AT LEAST 3 DAYS AND ENTERED A MEDICARE-APPROVED FACILITY WITHIN 30 DAYS AFTER LEAVING THE HOSPITAL			
FIRST 20 DAYS	ALL APPROVED AMOUNTS	\$0	\$0
21ST THRU 100TH DAY	ALL BUT \$78.50 A DAY	UP TO \$78.50 A DAY	\$0
101ST DAY AND AFTER	\$0	\$0	ALL COSTS

1				
2				
3	BLOOD			
4	FIRST 3 PINTS	\$0	3 PINTS	\$0
5	ADDITIONAL AMOUNTS	100%	\$0	\$0
6				
7				
8	HOSPICE CARE			
9	AVAILABLE AS LONG AS YOUR	ALL BUT VERY	\$0	BALANCE
10	DOCTOR CERTIFIES YOU ARE	LIMITED COINSURANCE		
11	TERMINALLY ILL AND YOU	FOR OUTPATIENT		
12	ELECT TO RECEIVE THESE	DRUGS AND INPATIENT		
13	SERVICES	RESPIRE CARE		
14				

PLAN C

MEDICARE (PART B)--MEDICAL SERVICES--PER CALENDAR YEAR

*ONCE YOU HAVE BEEN BILLED \$100 OF MEDICARE-APPROVED AMOUNTS FOR COVERED SERVICES (WHICH ARE NOTED WITH AN ASTERISK), YOUR PART B DEDUCTIBLE WILL HAVE BEEN MET FOR THE CALENDAR YEAR.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
MEDICAL EXPENSES-- IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, SUCH AS PHYSI- CIAN'S SERVICES, INPATIENT AND OUTPATIENT MEDICAL AND SURGICAL SERVICES AND SUP- PLIES, PHYSICAL AND SPEECH THERAPY, DIAGNOSTIC TESTS, DURABLE MEDICAL EQUIPMENT, FIRST \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	\$100 (PART B DEDUCTIBLE)	\$0
REMAINDER OF MEDICARE APPROVED AMOUNTS PART B EXCESS CHARGES (ABOVE MEDICARE APPROVED AMOUNTS)	80%	20%	\$0
	\$0	\$0	ALL COSTS
BLOOD FIRST 3 PINTS NEXT \$100 OF MEDICARE APPROVED AMOUNTS*	\$0 \$0	ALL COSTS \$100 (PART B DEDUCTIBLE)	\$0 \$0
REMAINDER OF MEDICARE APPROVED AMOUNTS	80%	20%	\$0
CLINICAL LABORATORY SERVICES--BLOOD TESTS FOR DIAGNOSTIC SERVICES	100%	\$0	\$0

(CONTINUED)

PARTS A & B

1				
2				
3				
4	HOME HEALTH CARE			
5	MEDICARE APPROVED			
6	SERVICES			
7	--MEDICALLY NECESSARY			
8	SKILLED CARE SERVICES			
9	AND MEDICAL SUPPLIES	100%	\$0	\$0
10	--DURABLE MEDICAL EQUIP-			
11	MENT			
12	FIRST \$100 OF MEDICARE			
13	APPROVED AMOUNTS*	\$0	\$100 (PART B	\$0
14			DEDUCTIBLE)	
15	REMAINDER OF MEDICARE			
16	APPROVED AMOUNTS	80%	20%	\$0
17				
18	OTHER BENEFITS--NOT COVERED BY MEDICARE			
19				
20				
21				
22	FOREIGN TRAVEL--NOT			
23	COVERED BY MEDICARE			
24	MEDICALLY NECESSARY EMER-			
25	GENCY CARE SERVICES BEGIN-			
26	NING DURING THE FIRST 60			
27	DAYS OF EACH TRIP			
28	OUTSIDE THE USA			
29	FIRST \$250 EACH			
30	CALENDAR YEAR	\$0	\$0	\$250
31	REMAINDER OF CHARGES	\$0	80% TO A LIFE-	20% AND
32			TIME MAXIMUM	AMOUNTS OV
33			BENEFIT OF	THE \$50,00
34			\$50,000	LIFETIME
35				MAXIMUM
36				

PLAN D

MEDICARE (PART A)--HOSPITAL SERVICES--PER BENEFIT PERIOD

*A BENEFIT PERIOD BEGINS ON THE FIRST DAY YOU RECEIVE SERVICE AS AN INPATIENT IN A HOSPITAL AND ENDS AFTER YOU HAVE BEEN OUT OF THE HOSPITAL AND HAVE NOT RECEIVED SKILLED CARE IN ANY OTHER FACILITY FOR 60 DAYS IN A ROW.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
HOSPITALIZATION*			
SEMIPRIVATE ROOM AND BOARD, GENERAL NURSING AND MISCELLANEOUS SERVICES AND SUPPLIES			
FIRST 60 DAYS	ALL BUT \$628	\$628 (PART A DEDUCTIBLE)	\$0
61ST THRU 90TH DAY	ALL BUT \$157 A DAY	\$157 A DAY	\$0
91ST DAY AND AFTER			
--WHILE USING 60 LIFETIME RESERVE DAYS	ALL BUT \$314 A DAY	\$314 A DAY	\$0
--ONCE LIFETIME RESERVE DAYS ARE USED:			
--ADDITIONAL 365 DAYS	\$0	100% OF MEDICARE ELIGIBLE EXPENSES	\$0
--BEYOND THE ADDITIONAL 365 DAYS	\$0	\$0	ALL COSTS
SKILLED NURSING FACILITY CARE*			
YOU MUST MEET MEDICARE'S REQUIREMENTS, INCLUDING HAVING BEEN IN A HOSPITAL FOR AT LEAST 3 DAYS AND ENTERED A MEDICARE-APPROVED FACILITY WITHIN 30 DAYS AFTER LEAVING THE HOSPITAL			
FIRST 20 DAYS	ALL APPROVED AMOUNTS	\$0	\$0
21ST THRU 100TH DAY	ALL BUT \$78.50	UP TO \$78.50	\$0
	A DAY	A DAY	
101ST DAY AND AFTER	\$0	\$0	ALL COSTS

1				
2				
3	BLOOD			
4	FIRST 3 PINTS	\$0	3 PINTS	\$0
5	ADDITIONAL AMOUNTS	100%	\$0	\$0
6				
7				
8	HOSPICE CARE			
9	AVAILABLE AS LONG AS YOUR	ALL BUT VERY	\$0	BALANCE
10	DOCTOR CERTIFIES YOU ARE	LIMITED COINSURANCE		
11	TERMINALLY ILL AND YOU	FOR OUTPATIENT		
12	ELECT TO RECEIVE THESE	DRUGS AND INPATIENT		
13	SERVICES	RESPITE CARE		
14				

PLAN D

MEDICARE (PART B)--MEDICAL SERVICES--PER CALENDAR YEAR

*ONCE YOU HAVE BEEN BILLED \$100 OF MEDICARE-APPROVED AMOUNTS FOR COVERED SERVICES (WHICH ARE NOTED WITH AN ASTERISK), YOUR PART B DEDUCTIBLE WILL HAVE BEEN MET FOR THE CALENDAR YEAR.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
MEDICAL EXPENSES-- IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, SUCH AS PHYSICIAN'S SERVICES, INPATIENT AND OUTPATIENT MEDICAL AND SURGICAL SERVICES AND SUPPLIES, PHYSICAL AND SPEECH THERAPY, DIAGNOSTIC TESTS, DURABLE MEDICAL EQUIPMENT, FIRST \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	\$0	\$100 (PART DEDUCTIBLE)
REMAINDER OF MEDICARE APPROVED AMOUNTS PART B EXCESS CHARGES (ABOVE MEDICARE APPROVED AMOUNTS)	80%	20%	\$0
	\$0	\$0	ALL COSTS
BLOOD FIRST 3 PINTS NEXT \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	ALL COSTS	\$0
	\$0	\$0	\$100 (PART DEDUCTIBLE)
REMAINDER OF MEDICARE APPROVED AMOUNTS	80%	20%	\$0
CLINICAL LABORATORY SERVICES--BLOOD TESTS FOR DIAGNOSTIC SERVICES	100%	\$0	\$0

(CONTINUE)

PARTS A & B

1				
2				
3				
4	HOME HEALTH CARE			
5	MEDICARE APPROVED			
6	SERVICES			
7	--MEDICALLY NECESSARY			
8	SKILLED CARE SERVICES			
9	AND MEDICAL SUPPLIES	100%	\$0	\$0
10	--DURABLE MEDICAL EQUIP-			
11	MENT			
12	FIRST \$100 OF MEDICARE			
13	APPROVED AMOUNTS*	\$0	\$0	\$100 (PART
14				DEDUCTIBLE
15	REMAINDER OF MEDICARE			
16	APPROVED AMOUNTS	80%	20%	\$0
17	AT-HOME RECOVERY SERV-			
18	VICES--NOT COVERED BY			
19	MEDICARE			
20	HOME CARE CERTI-			
21	FIED BY YOUR DOCTOR, FOR			
22	PERSONAL CARE DURING			
23	RECOVERY FROM AN INJURY			
24	OR SICKNESS FOR WHICH			
25	MEDICARE APPROVED A HOME			
26	CARE TREATMENT PLAN			
27	--BENEFIT FOR EACH VISIT	\$0	ACTUAL CHARGES	
28			TO \$40 A VISIT	BALANCE
29	--NUMBER OF VISITS			
30	COVERED (MUST BE			
31	RECEIVED WITHIN 8			
32	WEEKS OF LAST MEDI-			
33	CARE APPROVED VISIT)	\$0	UP TO THE NUM-	
34			BER OF MEDICARE	
35			APPROVED	
36			VISITS, NOT TO	
37			EXCEED 7 EACH	
38			WEEK	
39	--CALENDAR YEAR MAXIMUM	\$0	\$1,600	
40				

41

(CONTINU

OTHER BENEFITS--NOT COVERED BY MEDICARE

1			
2			
3			
4	FOREIGN TRAVEL--NOT		
5	COVERED BY MEDICARE		
6	MEDICALLY NECESSARY EMER-		
7	GENCY CARE SERVICES		
8	BEGINNING DURING THE		
9	FIRST 60 DAYS OF EACH		
10	TRIP OUTSIDE THE USA		
11	FIRST \$250 EACH		
12	CALENDAR YEAR	\$0	\$0
13	REMAINDER OF CHARGES	\$0	\$250
14			80% TO A LIFE-
15			TIME MAXIMUM
16			BENEFIT OF
17			\$50,000
18			\$250
			20% AND
			AMOUNTS OVE
			THE \$50,000
			LIFETIME
			MAXIMUM

PLAN E

MEDICARE (PART A)--HOSPITAL SERVICES--PER BENEFIT PERIOD

*A BENEFIT PERIOD BEGINS ON THE FIRST DAY YOU RECEIVE SERVICE AS AN INPATIENT IN A HOSPITAL AND ENDS AFTER YOU HAVE BEEN OUT OF THE HOSPITAL AND HAVE NOT RECEIVED SKILLED CARE IN ANY OTHER FACILITY FOR 60 DAYS IN A ROW.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
HOSPITALIZATION* SEMIPRIVATE ROOM AND BOARD, GENERAL NURSING AND MISCELLANEOUS SERVICES AND SUPPLIES			
FIRST 60 DAYS	ALL BUT \$628	\$628 (PART A DEDUCTIBLE)	\$0
61ST THRU 90TH DAY	ALL BUT \$157 A DAY	\$157 A DAY	\$0
91ST DAY AND AFTER --WHILE USING 60 LIFETIME RESERVE DAYS	ALL BUT \$314 A DAY	\$314 A DAY	\$0
--ONCE LIFETIME RESERVE DAYS ARE USED: --ADDITIONAL 365 DAYS	\$0	100% OF MEDICARE ELIGIBLE EXPENSES	\$0
--BEYOND THE ADDITIONAL 365 DAYS	\$0	\$0	ALL COSTS
SKILLED NURSING FACILITY CARE* YOU MUST MEET MEDICARE'S REQUIREMENTS, INCLUDING HAVING BEEN IN A HOSPITAL FOR AT LEAST 3 DAYS AND ENTERED A MEDICARE-APPROVED FACILITY WITHIN 30 DAYS AFTER LEAVING THE HOSPITAL			
FIRST 20 DAYS	ALL APPROVED AMOUNTS	\$0	\$0
21ST THRU 100TH DAY	ALL BUT \$78.50 A DAY	UP TO \$78.50	\$0
101ST DAY AND AFTER	\$0	A DAY \$0	ALL COSTS

1				
2				
3	BLOOD			
4	FIRST 3 PINTS	\$0	3 PINTS	\$0
5	ADDITIONAL AMOUNTS	100%	\$0	\$0
6				
7				
8	HOSPICE CARE			
9	AVAILABLE AS LONG AS YOUR	ALL BUT VERY	\$0	BALANCE
10	DOCTOR CERTIFIES YOU ARE	LIMITED COINSURANCE		
11	TERMINALLY ILL AND YOU	FOR OUTPATIENT		
12	ELECT TO RECEIVE THESE	DRUGS AND INPATIENT		
13	SERVICES	RESPIRE CARE		
14				

PLAN E

MEDICARE (PART B)--MEDICAL SERVICES--PER CALENDAR YEAR

*ONCE YOU HAVE BEEN BILLED \$100 OF MEDICARE-APPROVED AMOUNTS FOR COVERED SERVICES (WHICH ARE NOTED WITH AN ASTERISK), YOUR PART B DEDUCTIBLE WILL HAVE BEEN MET FOR THE CALENDAR YEAR.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
MEDICAL EXPENSES-- IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, SUCH AS PHYSICIAN'S SERVICES, INPATIENT AND OUTPATIENT MEDICAL AND SURGICAL SERVICES AND SUPPLIES, PHYSICAL AND SPEECH THERAPY, DIAGNOSTIC TESTS, DURABLE MEDICAL EQUIPMENT, FIRST \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	\$0	\$100 (PART DEDUCTIBLE)
REMAINDER OF MEDICARE APPROVED AMOUNTS PART B EXCESS CHARGES (ABOVE MEDICARE APPROVED AMOUNTS)	80%	20%	\$0
	\$0	\$0	ALL COSTS
BLOOD FIRST 3 PINTS NEXT \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	ALL COSTS	\$0
	\$0	\$0	\$100 (PART DEDUCTIBLE)
REMAINDER OF MEDICARE APPROVED AMOUNTS	80%	20%	\$0
CLINICAL LABORATORY SERVICES--BLOOD TESTS FOR DIAGNOSTIC SERVICES	100%	\$0	\$0

(CONTINUE)

PARTS A & B

1				
2				
3				
4	HOME HEALTH CARE			
5	MEDICARE APPROVED			
6	SERVICES			
7	--MEDICALLY NECESSARY			
8	SKILLED CARE SERVICES			
9	AND MEDICAL SUPPLIES	100%	\$0	\$0
10	--DURABLE MEDICAL EQUIP-			
11	MENT			
12	FIRST \$100 OF MEDICARE			
13	APPROVED AMOUNTS*	\$0	\$0	\$100 (PART
14				DEDUCTIBLE)
15	REMAINDER OF MEDICARE			
16	APPROVED AMOUNTS	80%	20%	\$0
17				

OTHER BENEFITS--NOT COVERED BY MEDICARE

21				
22				
23	FOREIGN TRAVEL--			
24	NOT COVERED BY MEDICARE			
25	MEDICALLY NECESSARY EMER-			
26	GENCY CARE SERVICES			
27	BEGINNING DURING THE FIRST			
28	60 DAYS OF EACH TRIP			
29	OUTSIDE THE USA			
30	FIRST \$250 EACH			
31	CALENDAR YEAR	\$0	\$0	\$250
32	REMAINDER OF CHARGES	\$0	80% TO A LIFE-	20% AND
33			TIME MAXIMUM	AMOUNTS OVE
34			BENEFIT OF	THE \$50,000
35			\$50,000	LIFETIME
36				MAXIMUM
37				
38				
39	PREVENTIVE MEDICAL CARE			
40	BENEFIT--NOT COVERED			
41	BY MEDICARE			
42	ANNUAL PHYSICAL AND PREVEN-			
43	TIVE TESTS AND SERVICES			
44	SUCH AS: FECAL OCCULT			
45	BLOOD TEST, DIGITAL			
46	RECTAL EXAM, MAMMOGRAM,			
47	HEARING SCREENING, DIPSTICK			
48	URINALYSIS, DIABETES			
49	SCREENING, THYROID FUNC-			
50	TION TEST, INFLUENZA SHOT,			
51	TETANUS AND DIPHTHERIA			
52	BOOSTER AND EDUCATION,			

1 ADMINISTERED OR ORDERED			
2 BY YOUR DOCTOR WHEN NOT			
3 COVERED BY MEDICARE			
4 FIRST \$120 EACH			
5 CALENDAR YEAR	\$0	\$120	\$0
6 ADDITIONAL CHARGES	\$0	\$0	ALL COSTS
7			

PLAN F

MEDICARE (PART A)--HOSPITAL SERVICES--PER BENEFIT PERIOD

*A BENEFIT PERIOD BEGINS ON THE FIRST DAY YOU RECEIVE SERVICE AS AN INPATIENT IN A HOSPITAL AND ENDS AFTER YOU HAVE BEEN OUT OF THE HOSPITAL AND HAVE NOT RECEIVED SKILLED CARE IN ANY OTHER FACILITY FOR 60 DAYS IN A ROW.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
HOSPITALIZATION*			
SEMIPRIVATE ROOM AND BOARD, GENERAL NURSING AND MISCELLANEOUS SERVICES AND SUPPLIES	ALL BUT \$628	\$628 (PART A DEDUCTIBLE)	\$0
FIRST 60 DAYS			
61ST THRU 90TH DAY	ALL BUT \$157 A DAY	\$157 A DAY	\$0
91ST DAY AND AFTER			
--WHILE USING 60 LIFETIME RESERVE DAYS	ALL BUT \$314 A DAY	\$314 A DAY	\$0
--ONCE LIFETIME RESERVE DAYS ARE USED:			
--ADDITIONAL 365 DAYS	\$0	100% OF MEDICARE ELIGIBLE EXPENSES	\$0
--BEYOND THE ADDITIONAL 365 DAYS	\$0	\$0	ALL COSTS
SKILLED NURSING FACILITY CARE*			
YOU MUST MEET MEDICARE'S REQUIREMENTS, INCLUDING HAVING BEEN IN A HOSPITAL FOR AT LEAST 3 DAYS AND ENTERED A MEDICARE-APPROVED FACILITY WITHIN 30 DAYS AFTER LEAVING THE HOSPITAL			
FIRST 20 DAYS	ALL APPROVED AMOUNTS	\$0	\$0
21ST THRU 100TH DAY	ALL BUT \$78.50	UP TO \$78.50	\$0
	A DAY	A DAY	
101ST DAY AND AFTER	\$0	\$0	ALL COSTS

1				
2				
3	BLOOD			
4	FIRST 3 PINTS	\$0	3 PINTS	\$0
5	ADDITIONAL AMOUNTS	100%	\$0	\$0
6				
7				
8	HOSPICE CARE			
9	AVAILABLE AS LONG AS YOUR	ALL BUT VERY	\$0	BALANCE
10	DOCTOR CERTIFIES YOU ARE	LIMITED COINSURANCE		
11	TERMINALLY ILL AND YOU	FOR OUTPATIENT		
12	ELECT TO RECEIVE THESE	DRUGS AND INPATIENT		
13	SERVICES	RESPITE CARE		
14				

PLAN F

MEDICARE (PART B)--MEDICAL SERVICES--PER CALENDAR YEAR

*ONCE YOU HAVE BEEN BILLED \$100 OF MEDICARE-APPROVED AMOUNTS FOR COVERED SERVICES (WHICH ARE NOTED WITH AN ASTERISK), YOUR PART B DEDUCTIBLE WILL HAVE BEEN MET FOR THE CALENDAR YEAR.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
MEDICAL EXPENSES-- IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, SUCH AS PHYSI- CIAN'S SERVICES, INPATIENT AND OUTPATIENT MEDICAL AND SURGICAL SERVICES AND SUP- PLIES, PHYSICAL AND SPEECH THERAPY, DIAGNOSTIC TESTS, DURABLE MEDICAL EQUIPMENT, FIRST \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	\$100 (PART B DEDUCTIBLE)	\$0
REMAINDER OF MEDICARE APPROVED AMOUNTS PART B EXCESS CHARGES (ABOVE MEDICARE APPROVED AMOUNTS)	80%	20%	\$0
	\$0	100%	\$0
BLOOD FIRST 3 PINTS NEXT \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	ALL COSTS	\$0
	\$0	\$100 (PART B DEDUCTIBLE)	\$0
REMAINDER OF MEDICARE APPROVED AMOUNTS	80%	20%	\$0
CLINICAL LABORATORY SERVICES--BLOOD TESTS FOR DIAGNOSTIC SERVICES	100%	\$0	\$0

(CONTINUED)

PARTS A & B

1				
2				
3				
4	HOME HEALTH CARE			
5	MEDICARE APPROVED			
6	SERVICES			
7	--MEDICALLY NECESSARY			
8	SKILLED CARE SERVICES			
9	AND MEDICAL SUPPLIES	100%	\$0	\$0
10	--DURABLE MEDICAL EQUIP-			
11	MENT			
12	FIRST \$100 OF MEDICARE			
13	APPROVED AMOUNTS*	\$0	\$100 (PART B	\$0
14			DEDUCTIBLE)	
15	REMAINDER OF MEDICARE			
16	APPROVED AMOUNTS	80%	20%	\$0
17				
18	OTHER BENEFITS--NOT COVERED BY MEDICARE			
19				
20				
21				
22	FOREIGN TRAVEL--NOT			
23	COVERED BY MEDICARE			
24	MEDICALLY NECESSARY EMER-			
25	GENCY CARE SERVICES BEGIN-			
26	NING DURING THE FIRST 60			
27	DAYS OF EACH TRIP			
28	OUTSIDE THE USA			
29	FIRST \$250 EACH			
30	CALENDAR YEAR	\$0	\$0	\$250
31	REMAINDER OF CHARGES	\$0	80% TO A LIFE-	20% AND
32			TIME MAXIMUM	AMOUNTS OV
33			BENEFIT OF	THE \$50,00
34			\$50,000	LIFETIME
35				MAXIMUM
36				

PLAN G

MEDICARE (PART A)--HOSPITAL SERVICES--PER BENEFIT PERIOD

*A BENEFIT PERIOD BEGINS ON THE FIRST DAY YOU RECEIVE SERVICE AS AN INPATIENT IN A HOSPITAL AND ENDS AFTER YOU HAVE BEEN OUT OF THE HOSPITAL AND HAVE NOT RECEIVED SKILLED CARE IN ANY OTHER FACILITY FOR 60 DAYS IN A ROW.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
HOSPITALIZATION* SEMIPRIVATE ROOM AND BOARD, GENERAL NURSING AND MISCELLANEOUS SERVICES AND SUPPLIES FIRST 60 DAYS	ALL BUT \$628	\$628 (PART A DEDUCTIBLE)	\$0
61ST THRU 90TH DAY 91ST DAY AND AFTER --WHILE USING 60 LIFETIME RESERVE DAYS	ALL BUT \$157 A DAY	\$157 A DAY	\$0
--ONCE LIFETIME RESERVE DAYS ARE USED: --ADDITIONAL 365 DAYS	ALL BUT \$314 A DAY	\$314 A DAY	\$0
--BEYOND THE ADDITIONAL 365 DAYS	\$0	100% OF MEDICARE ELIGIBLE EXPENSES	\$0
SKILLED NURSING FACILITY CARE* YOU MUST MEET MEDICARE'S REQUIREMENTS, INCLUDING HAVING BEEN IN A HOSPITAL FOR AT LEAST 3 DAYS AND ENTERED A MEDICARE-APPROVED FACILITY WITHIN 30 DAYS AFTER LEAVING THE HOSPITAL FIRST 20 DAYS	ALL APPROVED AMOUNTS	\$0	\$0
21ST THRU 100TH DAY	ALL BUT \$78.50 A DAY	UP TO \$78.50 A DAY	\$0
101ST DAY AND AFTER	\$0	\$0	ALL COSTS

1				
2				
3	BLOOD			
4	FIRST 3 PINTS	\$0	3 PINTS	\$0
5	ADDITIONAL AMOUNTS	100%	\$0	\$0
6				
7				
8	HOSPICE CARE			
9	AVAILABLE AS LONG AS YOUR	ALL BUT VERY	\$0	BALANCE
10	DOCTOR CERTIFIES YOU ARE	LIMITED COINSURANCE		
11	TERMINALLY ILL AND YOU	FOR OUTPATIENT		
12	ELECT TO RECEIVE THESE	DRUGS AND INPATIENT		
13	SERVICES	RESPIRE CARE		
14				

PLAN G

MEDICARE (PART B)--MEDICAL SERVICES--PER CALENDAR YEAR

*ONCE YOU HAVE BEEN BILLED \$100 OF MEDICARE-APPROVED AMOUNTS FOR COVERED SERVICES (WHICH ARE NOTED WITH AN ASTERISK), YOUR PART B DEDUCTIBLE WILL HAVE BEEN MET FOR THE CALENDAR YEAR.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
MEDICAL EXPENSES-- IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, SUCH AS PHYSI- CIAN'S SERVICES, INPATIENT AND OUTPATIENT MEDICAL AND SURGICAL SERVICES AND SUP- PLIES, PHYSICAL AND SPEECH THERAPY, DIAGNOSTIC TESTS, DURABLE MEDICAL EQUIPMENT, FIRST \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	\$0	\$100 (PART DEDUCTIBLE)
REMAINDER OF MEDICARE APPROVED AMOUNTS PART B EXCESS CHARGES (ABOVE MEDICARE APPROVED AMOUNTS)	80%	20%	\$0
	\$0	80%	20%
BLOOD FIRST 3 PINTS NEXT \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	ALL COSTS	\$0
	\$0	\$0	\$100 (PART DEDUCTIBLE)
REMAINDER OF MEDICARE APPROVED AMOUNTS	80%	20%	\$0
CLINICAL LABORATORY SERVICES--BLOOD TESTS FOR DIAGNOSTIC SERVICES	100%	\$0	\$0

(CONTINUE)

PARTS A & B

1				
2				
3				
4	HOME HEALTH CARE			
5	MEDICARE APPROVED			
6	SERVICES			
7	--MEDICALLY NECESSARY			
8	SKILLED CARE SERVICES			
9	AND MEDICAL SUPPLIES	100%	\$0	\$0
10	--DURABLE MEDICAL EQUIP-			
11	MENT			
12	FIRST \$100 OF MEDICARE			
13	APPROVED AMOUNTS*	\$0	\$0	\$100 (PART
14				DEDUCTIBLE)
15	REMAINDER OF MEDICARE			
16	APPROVED AMOUNTS	80%	20%	\$0
17	AT-HOME RECOVERY SERV-			
18	VICES--NOT COVERED BY			
19	MEDICARE			
20	HOME CARE CERTI-			
21	FIED BY YOUR DOCTOR, FOR			
22	PERSONAL CARE DURING			
23	RECOVERY FROM AN INJURY			
24	OR SICKNESS FOR WHICH			
25	MEDICARE APPROVED A HOME			
26	CARE TREATMENT PLAN			
27	--BENEFIT FOR EACH VISIT	\$0	ACTUAL CHARGES	
28			TO \$40 A VISIT	BALANCE
29	--NUMBER OF VISITS			
30	COVERED (MUST BE			
31	RECEIVED WITHIN 8			
32	WEEKS OF LAST MEDI-			
33	CARE APPROVED VISIT)	\$0	UP TO THE NUM-	
34			BER OF MEDICARE	
35			APPROVED	
36			VISITS, NOT TO	
37			EXCEED 7 EACH	
38			WEEK	
39	--CALENDAR YEAR MAXIMUM	\$0	\$1,600	
40				

41

(CONTINUE

OTHER BENEFITS--NOT COVERED BY MEDICARE

1			
2			
3			
4	FOREIGN TRAVEL--NOT		
5	COVERED BY MEDICARE		
6	MEDICALLY NECESSARY EMER-		
7	GENCY CARE SERVICES		
8	BEGINNING DURING THE		
9	FIRST 60 DAYS OF EACH		
10	TRIP OUTSIDE THE USA		
11	FIRST \$250 EACH		
12	CALENDAR YEAR	\$0	\$0
13	REMAINDER OF CHARGES	\$0	\$250
14			80% TO A LIFE-
15			TIME MAXIMUM
16			BENEFIT OF
17			\$50,000
18			20% AND
			AMOUNTS OVER
			THE \$50,000
			LIFETIME
			MAXIMUM

PLAN H

MEDICARE (PART A)--HOSPITAL SERVICES--PER BENEFIT PERIOD

*A BENEFIT PERIOD BEGINS ON THE FIRST DAY YOU RECEIVE SERVICE AS AN INPATIENT IN A HOSPITAL AND ENDS AFTER YOU HAVE BEEN OUT OF THE HOSPITAL AND HAVE NOT RECEIVED SKILLED CARE IN ANY OTHER FACILITY FOR 60 DAYS IN A ROW.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
HOSPITALIZATION*			
SEMIPRIVATE ROOM AND BOARD, GENERAL NURSING AND MISCELLANEOUS SERVICES AND SUPPLIES			
FIRST 60 DAYS	ALL BUT \$628	\$628 (PART A DEDUCTIBLE)	\$0
61ST THRU 90TH DAY	ALL BUT \$157 A DAY	\$157 A DAY	\$0
91ST DAY AND AFTER			
--WHILE USING 60 LIFETIME RESERVE DAYS	ALL BUT \$314 A DAY	\$314 A DAY	\$0
--ONCE LIFETIME RESERVE DAYS ARE USED:			
--ADDITIONAL 365 DAYS	\$0	100% OF MEDICARE ELIGIBLE EXPENSES	\$0
--BEYOND THE ADDITIONAL 365 DAYS	\$0	\$0	ALL COSTS
SKILLED NURSING FACILITY CARE*			
YOU MUST MEET MEDICARE'S REQUIREMENTS, INCLUDING HAVING BEEN IN A HOSPITAL FOR AT LEAST 3 DAYS AND ENTERED A MEDICARE-APPROVED FACILITY WITHIN 30 DAYS AFTER LEAVING THE HOSPITAL			
FIRST 20 DAYS	ALL APPROVED AMOUNTS	\$0	\$0
21ST THRU 100TH DAY	ALL BUT \$78.50 A DAY	UP TO \$78.50 A DAY	\$0
101ST DAY AND AFTER	\$0	\$0	ALL COSTS

1				
2				
3	BLOOD			
4	FIRST 3 PINTS	\$0	3 PINTS	\$0
5	ADDITIONAL AMOUNTS	100%	\$0	\$0
6				
7				
8	HOSPICE CARE			
9	AVAILABLE AS LONG AS YOUR	ALL BUT VERY	\$0	BALANCE
10	DOCTOR CERTIFIES YOU ARE	LIMITED COINSURANCE		
11	TERMINALLY ILL AND YOU	FOR OUTPATIENT		
12	ELECT TO RECEIVE THESE	DRUGS AND INPATIENT		
13	SERVICES	RESPITE CARE		
14				

PLAN H

MEDICARE (PART B)--MEDICAL SERVICES--PER CALENDAR YEAR

*ONCE YOU HAVE BEEN BILLED \$100 OF MEDICARE-APPROVED AMOUNTS FOR COVERED SERVICES (WHICH ARE NOTED WITH AN ASTERISK), YOUR PART B DEDUCTIBLE WILL HAVE BEEN MET FOR THE CALENDAR YEAR.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
MEDICAL EXPENSES-- IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, SUCH AS PHYSI- CIAN'S SERVICES, INPATIENT AND OUTPATIENT MEDICAL AND SURGICAL SERVICES AND SUP- PLIES, PHYSICAL AND SPEECH THERAPY, DIAGNOSTIC TESTS, DURABLE MEDICAL EQUIPMENT, FIRST \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	\$0	\$100 (PART B DEDUCTIBLE)
REMAINDER OF MEDICARE APPROVED AMOUNTS PART B EXCESS CHARGES (ABOVE MEDICARE APPROVED AMOUNTS)	80%	20%	\$0
	\$0	\$0	ALL COSTS
BLOOD FIRST 3 PINTS NEXT \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	ALL COSTS	\$0
	\$0	\$0	\$100 (PART B DEDUCTIBLE)
REMAINDER OF MEDICARE APPROVED AMOUNTS	80%	20%	\$0
CLINICAL LABORATORY SERVICES--BLOOD TESTS FOR DIAGNOSTIC SERVICES	100%	\$0	\$0

(CONTINUED)

PARTS A & B

1				
2				
3				
4	HOME HEALTH CARE			
5	MEDICARE APPROVED			
6	SERVICES			
7	--MEDICALLY NECESSARY			
8	SKILLED CARE SERVICES			
9	AND MEDICAL SUPPLIES	100%	\$0	\$0
10	--DURABLE MEDICAL EQUIP-			
11	MENT			
12	FIRST \$100 OF MEDICARE			
13	APPROVED AMOUNTS*	\$0	\$0	\$100 (PART
14				DEDUCTIBLE)
15	REMAINDER OF MEDICARE			
16	APPROVED AMOUNTS	80%	20%	\$0
17				
18				
19				
20	OTHER BENEFITS--NOT COVERED BY MEDICARE			
21				
22				
23	FOREIGN TRAVEL--			
24	NOT COVERED BY MEDICARE			
25	MEDICALLY NECESSARY EMER-			
26	GENCY CARE SERVICES			
27	BEGINNING DURING THE FIRST			
28	60 DAYS OF EACH TRIP			
29	OUTSIDE THE USA			
30	FIRST \$250 EACH			
31	CALENDAR YEAR	\$0	\$0	\$250
32	REMAINDER OF CHARGES	\$0	80% TO A LIFE-	20% AND
33			TIME MAXIMUM	AMOUNTS OVE
34			BENEFIT OF	THE \$50,000
35			\$50,000	LIFETIME
36				MAXIMUM
37				
38				
39	BASIC OUTPATIENT PRE-			
40	SCRIPTION DRUGS--NOT			
41	COVERED BY MEDICARE			
42	FIRST \$250 EACH			
43	CALENDAR YEAR	\$0	\$0	\$250
44	NEXT \$2,500 EACH			
45	CALENDAR YEAR	\$0	50%--\$1,250	50%
46			CALENDAR YEAR	
47			MAXIMUM BENEFIT	
48	OVER \$2,500 EACH			
49	CALENDAR YEAR	\$0	\$0	ALL COSTS
50				

PLAN I

MEDICARE (PART A)--HOSPITAL SERVICES--PER BENEFIT PERIOD

*A BENEFIT PERIOD BEGINS ON THE FIRST DAY YOU RECEIVE SERVICE AS AN INPATIENT IN A HOSPITAL AND ENDS AFTER YOU HAVE BEEN OUT OF THE HOSPITAL AND HAVE NOT RECEIVED SKILLED CARE IN ANY OTHER FACILITY FOR 60 DAYS IN A ROW.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
HOSPITALIZATION* SEMIPRIVATE ROOM AND BOARD, GENERAL NURSING AND MISCELLANEOUS SERVICES AND SUPPLIES			
FIRST 60 DAYS	ALL BUT \$628	\$628 (PART A DEDUCTIBLE)	\$0
61ST THRU 90TH DAY	ALL BUT \$157 A DAY	\$157 A DAY	\$0
91ST DAY AND AFTER			
--WHILE USING 60 LIFETIME RESERVE DAYS	ALL BUT \$314 A DAY	\$314 A DAY	\$0
--ONCE LIFETIME RESERVE DAYS ARE USED:			
--ADDITIONAL 365 DAYS	\$0	100% OF MEDICARE ELIGIBLE EXPENSES	\$0
--BEYOND THE ADDITIONAL 365 DAYS	\$0	\$0	ALL COSTS
SKILLED NURSING FACILITY CARE*			
YOU MUST MEET MEDICARE'S REQUIREMENTS, INCLUDING HAVING BEEN IN A HOSPITAL FOR AT LEAST 3 DAYS AND ENTERED A MEDICARE-APPROVED FACILITY WITHIN 30 DAYS AFTER LEAVING THE HOSPITAL			
FIRST 20 DAYS	ALL APPROVED AMOUNTS	\$0	\$0
21ST THRU 100TH DAY	ALL BUT \$78.50 A DAY	UP TO \$78.50 A DAY	\$0
101ST DAY AND AFTER	\$0	\$0	ALL COSTS

1				
2				
3	BLOOD			
4	FIRST 3 PINTS	\$0	3 PINTS	\$0
5	ADDITIONAL AMOUNTS	100%	\$0	\$0
6				
7				
8	HOSPICE CARE			
9	AVAILABLE AS LONG AS YOUR	ALL BUT VERY	\$0	BALANCE
10	DOCTOR CERTIFIES YOU ARE	LIMITED COINSURANCE		
11	TERMINALLY ILL AND YOU	FOR OUTPATIENT		
12	ELECT TO RECEIVE THESE	DRUGS AND INPATIENT		
13	SERVICES	RESPITE CARE		
14				

PLAN I

MEDICARE (PART B)--MEDICAL SERVICES--PER CALENDAR YEAR

*ONCE YOU HAVE BEEN BILLED \$100 OF MEDICARE-APPROVED AMOUNTS FOR COVER SERVICES (WHICH ARE NOTED WITH AN ASTERISK), YOUR PART B DEDUCTIBLE WILL HAVE BEEN MET FOR THE CALENDAR YEAR.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
MEDICAL EXPENSES-- IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, SUCH AS PHYSI- CIAN'S SERVICES, INPATIENT AND OUTPATIENT MEDICAL AND SURGICAL SERVICES AND SUP- PLIES, PHYSICAL AND SPEECH THERAPY, DIAGNOSTIC TESTS, DURABLE MEDICAL EQUIPMENT, FIRST \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	\$0	\$100 (PART DEDUCTIBLE)
REMAINDER OF MEDICARE APPROVED AMOUNTS PART B EXCESS CHARGES (ABOVE MEDICARE APPROVED AMOUNTS)	80%	20%	\$0
	\$0	100%	\$0
BLOOD FIRST 3 PINTS NEXT \$100 OF MEDICARE APPROVED AMOUNTS*	\$0 \$0	ALL COSTS \$0	\$0 \$100 (PART DEDUCTIBLE)
REMAINDER OF MEDICARE APPROVED AMOUNTS	80%	20%	\$0
CLINICAL LABORATORY SERVICES--BLOOD TESTS FOR DIAGNOSTIC SERVICES	100%	\$0	\$0

(CONTINUED)

PARTS A & B

1				
2				
3				
4	HOME HEALTH CARE			
5	MEDICARE APPROVED			
6	SERVICES			
7	--MEDICALLY NECESSARY			
8	SKILLED CARE SERVICES			
9	AND MEDICAL SUPPLIES	100%	\$0	\$0
10	--DURABLE MEDICAL EQUIP-			
11	MENT			
12	FIRST \$100 OF MEDICARE			
13	APPROVED AMOUNTS*	\$0	\$0	\$100 (PART B
14				DEDUCTIBLE)
15	REMAINDER OF MEDICARE			
16	APPROVED AMOUNTS	80%	20%	\$0
17	AT-HOME RECOVERY			
18	SERVICES--NOT COVERED			
19	BY MEDICARE			
20	HOME CARE CERTIFIED BY			
21	YOUR DOCTOR, FOR PERSONAL			
22	CARE DURING RECOVERY FROM			
23	AN INJURY OR SICKNESS			
24	FOR WHICH MEDICARE APPROVED			
25	A HOME CARE TREATMENT PLAN			BALANCE
26	--BENEFIT FOR EACH VISIT	\$0	ACTUAL CHARGES	
27			TO \$40 A VISIT	
28	--NUMBER OF VISITS COV-	\$0	UP TO THE NUM-	
29	ERED (MUST BE RECEIVED		BER OF MEDICARE	
30	WITHIN 8 WEEKS OF LAST		APPROVED	
31	MEDICARE APPROVED		VISITS, NOT TO	
32	VISIT)		EXCEED 7 EACH	
33			WEEK	
34	--CALENDAR YEAR MAXIMUM	\$0	\$1,600	
35				

36

(CONTINUED)

OTHER BENEFITS--NOT COVERED BY MEDICARE

1			
2			
3			
4	FOREIGN TRAVEL--NOT		
5	COVERED BY MEDICARE		
6	MEDICALLY NECESSARY EMER-		
7	GENCY CARE SERVICES BEGIN-		
8	NING DURING THE FIRST 60		
9	DAYS OF EACH TRIP OUTSIDE		
10	THE USA		
11	FIRST \$250 EACH CALEN-	\$0	\$0
12	DAR YEAR		\$250
13	REMAINDER OF CHARGES*	\$0	80% TO A LIFE-
14			TIME MAXIMUM
15			BENEFIT OF
16			\$50,000
17			20% AND
18			AMOUNTS OV.
19			THE \$50,00
20	BASIC OUTPATIENT PRE-		LIFETIME
21	SCRIPTION DRUGS--NOT		MAXIMUM
22	COVERED BY MEDICARE		
23	FIRST \$250 EACH CALENDAR	\$0	\$250
24	YEAR		
25	NEXT \$2,500 EACH CALENDAR	\$0	50%--\$1,250
26	YEAR		CALENDAR YEAR
27			MAXIMUM
28			BENEFIT
29	OVER \$2,500 EACH CALENDAR	\$0	\$0
30	YEAR		ALL COSTS
31			

PLAN J

MEDICARE (PART A)--HOSPITAL SERVICES--PER BENEFIT PERIOD

*A BENEFIT PERIOD BEGINS ON THE FIRST DAY YOU RECEIVE SERVICE AS AN INPATIENT IN A HOSPITAL AND ENDS AFTER YOU HAVE BEEN OUT OF THE HOSPITAL AND HAVE NOT RECEIVED SKILLED CARE IN ANY OTHER FACILITY FOR 60 DAYS IN A ROW.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
HOSPITALIZATION*			
SEMIPRIVATE ROOM AND BOARD, GENERAL NURSING AND MISCELLANEOUS SERVICES AND SUPPLIES			
FIRST 60 DAYS	ALL BUT \$628	\$628 (PART A DEDUCTIBLE)	\$0
61ST THRU 90TH DAY	ALL BUT \$157 A DAY	\$157 A DAY	\$0
91ST DAY AND AFTER			
--WHILE USING 60 LIFETIME RESERVE DAYS	ALL BUT \$314 A DAY	\$314 A DAY	\$0
--ONCE LIFETIME RESERVE DAYS ARE USED:			
--ADDITIONAL 365 DAYS	\$0	100% OF MEDICARE ELIGIBLE EXPENSES	\$0
--BEYOND THE ADDITIONAL 365 DAYS	\$0	\$0	ALL COSTS
SKILLED NURSING FACILITY CARE*			
YOU MUST MEET MEDICARE'S REQUIREMENTS, INCLUDING HAVING BEEN IN A HOSPITAL FOR AT LEAST 3 DAYS AND ENTERED A MEDICARE-APPROVED FACILITY WITHIN 30 DAYS AFTER LEAVING THE HOSPITAL			
FIRST 20 DAYS	ALL APPROVED AMOUNTS	\$0	\$0
21ST THRU 100TH DAY	ALL BUT \$78.50 A DAY	UP TO \$78.50 A DAY	\$0
101ST DAY AND AFTER	\$0	\$0	ALL COSTS

1				
2				
3	BLOOD			
4	FIRST 3 PINTS	\$0	3 PINTS	\$0
5	ADDITIONAL AMOUNTS	100%	\$0	\$0
6				
7				
8	HOSPICE CARE			
9	AVAILABLE AS LONG AS YOUR	ALL BUT VERY	\$0	BALANCE
10	DOCTOR CERTIFIES YOU ARE	LIMITED COINSURANCE		
11	TERMINALLY ILL AND YOU	FOR OUTPATIENT		
12	ELECT TO RECEIVE THESE	DRUGS AND INPATIENT		
13	SERVICES	RESPITE CARE		
14				

PLAN J

MEDICARE (PART B)--MEDICAL SERVICES--PER CALENDAR YEAR

*ONCE YOU HAVE BEEN BILLED \$100 OF MEDICARE-APPROVED AMOUNTS FOR COVERED SERVICES (WHICH ARE NOTED WITH AN ASTERISK), YOUR PART B DEDUCTIBLE WILL HAVE BEEN MET FOR THE CALENDAR YEAR.

SERVICES	MEDICARE PAYS	PLAN PAYS	YOU PAY
MEDICAL EXPENSES-- IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, SUCH AS PHYSI- CIAN'S SERVICES, INPATIENT AND OUTPATIENT MEDICAL AND SURGICAL SERVICES AND SUP- PLIES, PHYSICAL AND SPEECH THERAPY, DIAGNOSTIC TESTS, DURABLE MEDICAL EQUIPMENT, FIRST \$100 OF MEDICARE APPROVED AMOUNTS*	\$0	\$100 (PART B DEDUCTIBLE)	\$0
REMAINDER OF MEDICARE APPROVED AMOUNTS PART B EXCESS CHARGES (ABOVE MEDICARE APPROVED AMOUNTS)	80%	20%	\$0
	\$0	100%	\$0
BLOOD FIRST 3 PINTS NEXT \$100 OF MEDICARE APPROVED AMOUNTS*	\$0 \$0	ALL COSTS \$100 (PART B DEDUCTIBLE)	\$0 \$0
REMAINDER OF MEDICARE APPROVED AMOUNTS	80%	20%	\$0
CLINICAL LABORATORY SERVICES--BLOOD TESTS FOR DIAGNOSTIC SERVICES	100%	\$0	\$0

(CONTINUED)

PARTS A & B

1				
2				
3				
4	HOME HEALTH CARE			
5	MEDICARE APPROVED			
6	SERVICES			
7	--MEDICALLY NECESSARY			
8	SKILLED CARE SERVICES			
9	AND MEDICAL SUPPLIES	100%	\$0	\$0
10	--DURABLE MEDICAL EQUIP-			
11	MENT			
12	FIRST \$100 OF MEDICARE			
13	APPROVED AMOUNTS*	\$0	\$100 (PART B	\$0
14			DEDUCTIBLE)	
15	REMAINDER OF MEDICARE			
16	APPROVED AMOUNTS	80%	20%	\$0
17	AT-HOME RECOVERY			
18	SERVICES--NOT COVERED			
19	BY MEDICARE			
20	HOME CARE CERTIFIED BY			
21	YOUR DOCTOR, FOR PERSONAL			
22	CARE BEGINNING DURING			
23	RECOVERY FROM AN INJURY OR			
24	SICKNESS FOR WHICH MEDICARE			
25	APPROVED A HOME CARE TREAT-			
26	MENT PLAN			
27	--BENEFIT FOR EACH VISIT	\$0	ACTUAL CHARGES	BALANCE
28			TO \$40 A VISIT	
29	--NUMBER OF VISITS COV-	\$0	UP TO THE NUM-	
30	ERED (MUST BE RECEIVED		BER OF MEDICARE	
31	WITHIN 8 WEEKS OF LAST		APPROVED	
32	MEDICARE APPROVED		VISITS, NOT TO	
33	VISIT)		EXCEED 7 EACH	
34			WEEK	
35	--CALENDAR YEAR MAXIMUM	\$0	\$1,600	
36				

37

(CONTINU

OTHER BENEFITS--NOT COVERED BY MEDICARE

1			
2			
3			
4	FOREIGN TRAVEL--NOT		
5	COVERED BY MEDICARE		
6	MEDICALLY NECESSARY EMER-		
7	GENCY CARE SERVICES BEGIN-		
8	NING DURING THE FIRST 60		
9	DAYS OF EACH TRIP OUTSIDE		
10	THE USA		
11	FIRST \$250 EACH CALEN-	\$0	\$0
12	DAR YEAR		\$250
13	REMAINDER OF CHARGES	\$0	80% TO A LIFE-
14			TIME MAXIMUM
15			BENEFIT OF
16			\$50,000
17			20% AND
18			AMOUNTS OVER
19			THE \$50,000
20	EXTENDED OUTPATIENT PRE-		LIFETIME
21	SCRIPTION DRUGS--NOT		MAXIMUM
22	COVERED BY MEDICARE		
23	FIRST \$250 EACH CALENDAR	\$0	\$0
24	YEAR		\$250
25	NEXT \$6,000 EACH CALENDAR	\$0	50%--\$3,000
26	YEAR		CALENDAR YEAR
27			MAXIMUM
28			BENEFIT
29	OVER \$6,000 EACH CALENDAR	\$0	\$0
30	YEAR		ALL COSTS
31			
32			
33	PREVENTIVE MEDICAL CARE		
34	BENEFIT--NOT COVERED BY		
35	MEDICARE		
36	ANNUAL PHYSICAL AND PRE-		
37	VENTIVE TESTS AND SERVICES		
38	SUCH AS: FECAL OCCULT		
39	BLOOD TEST, DIGITAL RECTAL		
40	EXAM, MAMMOGRAM, HEARING		
41	SCREENING, DIPSTICK		
42	URINALYSIS, DIABETES		
43	SCREENING, THYROID FUNC-		
44	TION TEST, INFLUENZA SHOT,		
45	TETANUS AND DIPHTHERIA		
46	BOOSTER AND EDUCATION,		
47	ADMINISTERED OR ORDERED BY		
48	YOUR DOCTOR WHEN NOT		
49	COVERED BY MEDICARE		
50	FIRST \$120 EACH CALENDAR	\$0	\$120
51	YEAR		\$0
52	ADDITIONAL CHARGES	\$0	\$0
53			ALL COSTS

1 SEC. 467. (1) THIS SECTION APPLIES TO MEDICARE SELECT
2 CERTIFICATES.

3 (2) AS USED IN THIS SECTION:

4 (A) "COMPLAINT" MEANS ANY DISSATISFACTION EXPRESSED BY AN
5 INDIVIDUAL CONCERNING A MEDICARE SELECT HEALTH CARE CORPORATION
6 OR ITS NETWORK PROVIDERS.

7 (B) "GRIEVANCE" MEANS A DISSATISFACTION EXPRESSED IN WRITING
8 BY AN INDIVIDUAL COVERED UNDER A MEDICARE SELECT CERTIFICATE WITH
9 THE ADMINISTRATION, CLAIMS PRACTICES, OR PROVISION OF SERVICES
10 CONCERNING A MEDICARE SELECT HEALTH CARE CORPORATION OR ITS NET-
11 WORK PROVIDERS.

12 (C) "MEDICARE SELECT HEALTH CARE CORPORATION" MEANS A HEALTH
13 CARE CORPORATION OFFERING, OR SEEKING TO OFFER, A MEDICARE SELECT
14 CERTIFICATE.

15 (D) "MEDICARE SELECT CERTIFICATE" MEANS A MEDICARE SUPPLE-
16 MENT CERTIFICATE THAT CONTAINS RESTRICTED NETWORK PROVISIONS.

17 (E) "NETWORK PROVIDER" MEANS A PROVIDER OF HEALTH CARE, OR A
18 GROUP OF PROVIDERS OF HEALTH CARE, THAT HAS ENTERED INTO A WRIT-
19 TEN AGREEMENT WITH THE HEALTH CARE CORPORATION TO PROVIDE BENE-
20 FITS UNDER A MEDICARE SELECT CERTIFICATE.

21 (F) "RESTRICTED NETWORK PROVISION" MEANS ANY PROVISION THAT
22 CONDITIONS THE PAYMENT OF BENEFITS, IN WHOLE OR IN PART, ON THE
23 USE OF NETWORK PROVIDERS.

24 (G) "SERVICE AREA" MEANS THE GEOGRAPHIC AREA APPROVED BY THE
25 COMMISSIONER WITHIN WHICH A HEALTH CARE CORPORATION IS AUTHORIZED
26 TO OFFER A MEDICARE SELECT CERTIFICATE.

1 (3) A CERTIFICATE SHALL NOT BE ADVERTISED AS A MEDICARE
2 SELECT CERTIFICATE UNLESS IT MEETS THE REQUIREMENTS OF THIS
3 SECTION.

4 (4) THE COMMISSIONER MAY AUTHORIZE A HEALTH CARE CORPORATION
5 TO OFFER A MEDICARE SELECT CERTIFICATE, PURSUANT TO THIS SECTION
6 AND SECTION 1882 OF PART C OF TITLE XVIII OF THE SOCIAL SECURITY
7 ACT, CHAPTER 531, 49 STAT. 620, 42 U.S.C. 1395ss, IF THE COMMIS-
8 SIONER FINDS THAT THE HEALTH CARE CORPORATION HAS SATISFIED ALL
9 NECESSARY REQUIREMENTS.

10 (5) A MEDICARE SELECT HEALTH CARE CORPORATION SHALL NOT
11 ISSUE A MEDICARE SELECT CERTIFICATE IN THIS STATE UNTIL ITS PLAN
12 OF OPERATION HAS BEEN APPROVED BY THE COMMISSIONER.

13 (6) A MEDICARE SELECT HEALTH CARE CORPORATION SHALL FILE A
14 PROPOSED PLAN OF OPERATION WITH THE COMMISSIONER IN A FORMAT PRE-
15 SCRIBED BY THE COMMISSIONER. THE PLAN OF OPERATION SHALL CONTAIN
16 AT LEAST THE FOLLOWING INFORMATION:

17 (A) EVIDENCE THAT ALL COVERED SERVICES THAT ARE SUBJECT TO
18 RESTRICTED NETWORK PROVISIONS ARE AVAILABLE AND ACCESSIBLE
19 THROUGH NETWORK PROVIDERS, AS FOLLOWS:

20 (i) THAT SERVICES CAN BE PROVIDED BY NETWORK PROVIDERS WITH
21 REASONABLE PROMPTNESS WITH RESPECT TO GEOGRAPHIC LOCATION, HOURS
22 OF OPERATION, AND AFTER-HOUR CARE. THE HOURS OF OPERATION AND
23 AVAILABILITY OF AFTER-HOUR CARE SHALL REFLECT USUAL PRACTICE IN
24 THE LOCAL AREA. GEOGRAPHIC AVAILABILITY SHALL REFLECT THE USUAL
25 TRAVEL TIMES WITHIN THE COMMUNITY.

26 (ii) THAT THE NUMBER OF NETWORK PROVIDERS IN THE SERVICE
27 AREA IS SUFFICIENT, WITH RESPECT TO CURRENT AND EXPECTED

1 CERTIFICATE HOLDERS, EITHER TO DELIVER ADEQUATELY ALL SERVICES
2 THAT ARE SUBJECT TO A RESTRICTED NETWORK PROVISION OR TO MAKE
3 APPROPRIATE REFERRALS.

4 (iii) THAT THERE ARE WRITTEN AGREEMENTS WITH NETWORK PROVID-
5 ERS DESCRIBING SPECIFIC RESPONSIBILITIES.

6 (iv) THAT EMERGENCY CARE IS AVAILABLE 24 HOURS PER DAY AND 7
7 DAYS PER WEEK.

8 (v) THAT IN THE CASE OF COVERED SERVICES THAT ARE SUBJECT TO
9 A RESTRICTED NETWORK PROVISION AND ARE PROVIDED ON A PREPAID
10 BASIS, THERE ARE WRITTEN AGREEMENTS WITH NETWORK PROVIDERS PRO-
11 HIBITING SUCH PROVIDERS FROM BILLING OR OTHERWISE SEEKING REIM-
12 BURSEMENT FROM OR RECOURSE AGAINST ANY INDIVIDUAL COVERED UNDER A
13 MEDICARE SELECT CERTIFICATE. THIS SUBPARAGRAPH DOES NOT APPLY TO
14 SUPPLEMENTAL CHARGES OR COINSURANCE AMOUNTS AS STATED IN THE
15 MEDICARE SELECT CERTIFICATE.

16 (B) A STATEMENT OR MAP PROVIDING A CLEAR DESCRIPTION OF THE
17 SERVICE AREA.

18 (C) A DESCRIPTION OF THE GRIEVANCE PROCEDURE TO BE USED.

19 (D) A DESCRIPTION OF THE QUALITY ASSURANCE PROGRAM, INCLUD-
20 ING ALL OF THE FOLLOWING:

21 (i) THE FORMAL ORGANIZATIONAL STRUCTURE.

22 (ii) THE WRITTEN CRITERIA FOR SELECTION, RETENTION, AND
23 REMOVAL OF NETWORK PROVIDERS.

24 (iii) THE PROCEDURES FOR EVALUATING QUALITY OF CARE PROVIDED
25 BY NETWORK PROVIDERS AND THE PROCESS TO INITIATE CORRECTIVE
26 ACTION IF WARRANTED.

1 (E) A LIST AND DESCRIPTION, BY SPECIALTY, OF THE NETWORK
2 PROVIDERS.

3 (F) COPIES OF THE WRITTEN INFORMATION PROPOSED TO BE USED BY
4 THE HEALTH CARE CORPORATION TO COMPLY WITH SUBSECTION (10).

5 (G) ANY OTHER INFORMATION REQUESTED BY THE COMMISSIONER.

6 (7) A MEDICARE SELECT HEALTH CARE CORPORATION SHALL FILE ANY
7 PROPOSED CHANGES TO THE PLAN OF OPERATION, EXCEPT FOR CHANGES TO
8 THE LIST OF NETWORK PROVIDERS, WITH THE COMMISSIONER PRIOR TO
9 IMPLEMENTING ANY CHANGES. AN UPDATED LIST OF NETWORK PROVIDERS
10 SHALL BE FILED WITH THE COMMISSIONER AT LEAST QUARTERLY. CHANGES
11 SHALL BE CONSIDERED APPROVED BY THE COMMISSIONER AFTER 30 DAYS
12 UNLESS SPECIFICALLY DISAPPROVED.

13 (8) A MEDICARE SELECT CERTIFICATE SHALL NOT RESTRICT PAYMENT
14 FOR COVERED SERVICES PROVIDED BY NONNETWORK PROVIDERS IF THE
15 SERVICES ARE FOR SYMPTOMS REQUIRING EMERGENCY CARE OR ARE IMMEDI-
16 ATELY REQUIRED FOR AN UNFORESEEN ILLNESS, INJURY, OR A CONDITION
17 AND IT IS NOT REASONABLE TO OBTAIN SUCH SERVICES THROUGH A NET-
18 WORK PROVIDER.

19 (9) A MEDICARE SELECT CERTIFICATE SHALL PROVIDE PAYMENT FOR
20 FULL COVERAGE UNDER THE CERTIFICATE FOR COVERED SERVICES THAT ARE
21 NOT AVAILABLE THROUGH NETWORK PROVIDERS.

22 (10) A MEDICARE SELECT HEALTH CARE CORPORATION SHALL MAKE
23 FULL AND FAIR DISCLOSURE IN WRITING OF THE PROVISIONS, RESTRIC-
24 TIONS, AND LIMITATIONS OF THE MEDICARE SELECT CERTIFICATE TO EACH
25 APPLICANT. THIS DISCLOSURE SHALL INCLUDE AT LEAST ALL OF THE
26 FOLLOWING:

1 (A) AN OUTLINE OF COVERAGE SUFFICIENT TO PERMIT THE
2 APPLICANT TO COMPARE THE COVERAGE AND PREMIUMS OF THE MEDICARE
3 SELECT CERTIFICATE WITH OTHER MEDICARE SUPPLEMENT CERTIFICATES
4 OFFERED BY THE HEALTH CARE CORPORATION OR OFFERED BY OTHER HEALTH
5 CARE CORPORATIONS.

6 (B) A DESCRIPTION, INCLUDING ADDRESS, PHONE NUMBER, AND
7 HOURS OF OPERATION, OF THE NETWORK PROVIDERS, INCLUDING PRIMARY
8 CARE PHYSICIANS, SPECIALTY PHYSICIANS, HOSPITALS, AND OTHER
9 PROVIDERS.

10 (C) A DESCRIPTION OF THE RESTRICTED NETWORK PROVISIONS,
11 INCLUDING PAYMENTS FOR COINSURANCE AND DEDUCTIBLES IF PROVIDERS
12 OTHER THAN NETWORK PROVIDERS ARE UTILIZED.

13 (D) A DESCRIPTION OF COVERAGE FOR EMERGENCY AND URGENTLY
14 NEEDED CARE AND OTHER OUT-OF-SERVICE AREA COVERAGE.

15 (E) A DESCRIPTION OF LIMITATIONS ON REFERRALS TO RESTRICTED
16 NETWORK PROVIDERS AND TO OTHER PROVIDERS.

17 (F) A DESCRIPTION OF THE CERTIFICATE HOLDER'S RIGHTS TO PUR-
18 CHASE ANY OTHER MEDICARE SUPPLEMENT CERTIFICATE OTHERWISE OFFERED
19 BY THE HEALTH CARE CORPORATION.

20 (G) A DESCRIPTION OF THE MEDICARE SELECT HEALTH CARE
21 CORPORATION'S QUALITY ASSURANCE PROGRAM AND GRIEVANCE PROCEDURE.

22 (11) PRIOR TO THE SALE OF A MEDICARE SELECT CERTIFICATE, A
23 MEDICARE SELECT HEALTH CARE CORPORATION SHALL OBTAIN FROM THE
24 APPLICANT A SIGNED AND DATED FORM STATING THAT THE APPLICANT HAS
25 RECEIVED THE INFORMATION PROVIDED PURSUANT TO SUBSECTION (10) AND
26 THAT THE APPLICANT UNDERSTANDS THE RESTRICTIONS OF THE MEDICARE
27 SELECT CERTIFICATE.

1 (12) A MEDICARE SELECT HEALTH CARE CORPORATION SHALL HAVE
2 AND USE PROCEDURES FOR HEARING COMPLAINTS AND RESOLVING WRITTEN
3 GRIEVANCES FROM SUBSCRIBERS. THE PROCEDURES SHALL BE AIMED AT
4 MUTUAL AGREEMENT FOR SETTLEMENT AND MAY INCLUDE ARBITRATION
5 PROCEDURES. THE GRIEVANCE PROCEDURE SHALL BE DESCRIBED IN THE
6 CERTIFICATE AND IN THE OUTLINE OF COVERAGE. AT THE TIME THE CER-
7 TIFICATE IS ISSUED, THE HEALTH CARE CORPORATION SHALL PROVIDE
8 DETAILED INFORMATION TO THE CERTIFICATE HOLDER DESCRIBING HOW A
9 GRIEVANCE MAY BE REGISTERED WITH THE HEALTH CARE CORPORATION.
10 GRIEVANCES SHALL BE CONSIDERED IN A TIMELY MANNER AND SHALL BE
11 TRANSMITTED TO APPROPRIATE DECISION-MAKERS WHO HAVE AUTHORITY TO
12 FULLY INVESTIGATE THE ISSUE AND TAKE CORRECTIVE ACTION. IF A
13 GRIEVANCE IS FOUND TO BE VALID, CORRECTIVE ACTION SHALL BE TAKEN
14 PROMPTLY. ALL CONCERNED PARTIES SHALL BE NOTIFIED ABOUT THE
15 RESULTS OF A GRIEVANCE. THE HEALTH CARE CORPORATION SHALL REPORT
16 NO LATER THAN EACH MARCH 31 TO THE COMMISSIONER REGARDING ITS
17 GRIEVANCE PROCEDURE. THE REPORT SHALL BE IN A FORMAT PRESCRIBED
18 BY THE COMMISSIONER AND SHALL CONTAIN THE NUMBER OF GRIEVANCES
19 FILED IN THE PAST YEAR AND A SUMMARY OF THE SUBJECT, NATURE, AND
20 RESOLUTION OF THOSE GRIEVANCES.

21 (13) AT THE TIME OF INITIAL PURCHASE, A MEDICARE SELECT
22 HEALTH CARE CORPORATION SHALL MAKE AVAILABLE TO EACH APPLICANT
23 FOR A MEDICARE SELECT CERTIFICATE THE OPPORTUNITY TO PURCHASE ANY
24 MEDICARE SUPPLEMENT CERTIFICATE OTHERWISE OFFERED BY THE HEALTH
25 CARE CORPORATION.

26 (14) AT THE REQUEST OF AN INDIVIDUAL COVERED UNDER A
27 MEDICARE SELECT CERTIFICATE, A MEDICARE SELECT HEALTH CARE

1 CORPORATION SHALL MAKE AVAILABLE TO THE INDIVIDUAL COVERED THE
2 OPPORTUNITY TO PURCHASE A MEDICARE SUPPLEMENT CERTIFICATE OFFERED
3 BY THE HEALTH CARE CORPORATION THAT HAS COMPARABLE OR LESSER BEN-
4 EFITS AND THAT DOES NOT CONTAIN A RESTRICTED NETWORK PROVISION.
5 THE HEALTH CARE CORPORATION SHALL MAKE THE CERTIFICATES AVAILABLE
6 WITHOUT REQUIRING EVIDENCE OF INSURABILITY AFTER THE MEDICARE
7 SUPPLEMENT CERTIFICATE HAS BEEN IN FORCE FOR 6 MONTHS. FOR THE
8 PURPOSES OF THIS SUBSECTION, A MEDICARE SUPPLEMENT CERTIFICATE
9 SHALL BE CONSIDERED TO HAVE COMPARABLE OR LESSER BENEFITS UNLESS
10 IT CONTAINS 1 OR MORE SIGNIFICANT BENEFITS NOT INCLUDED IN THE
11 MEDICARE SELECT CERTIFICATE BEING REPLACED. FOR THE PURPOSES OF
12 THIS SUBSECTION, A SIGNIFICANT BENEFIT MEANS COVERAGE FOR THE
13 MEDICARE PART A DEDUCTIBLE, COVERAGE FOR OUTPATIENT PRESCRIPTION
14 DRUGS, COVERAGE FOR AT-HOME RECOVERY SERVICES, OR COVERAGE FOR
15 PART B EXCESS CHARGES.

16 (15) MEDICARE SELECT CERTIFICATES SHALL PROVIDE FOR CONTINU-
17 ATION OF COVERAGE IF THE SECRETARY OF HEALTH AND HUMAN SERVICES
18 DETERMINES THAT MEDICARE SELECT CERTIFICATES ISSUED PURSUANT TO
19 THIS SECTION SHOULD BE DISCONTINUED DUE TO EITHER THE FAILURE OF
20 THE MEDICARE SELECT PROGRAM TO BE REAUTHORIZED UNDER LAW OR ITS
21 SUBSTANTIAL AMENDMENT. EACH MEDICARE SELECT HEALTH CARE CORPORA-
22 TION SHALL MAKE AVAILABLE TO EACH MEMBER COVERED UNDER A MEDICARE
23 SELECT CERTIFICATE THE OPPORTUNITY TO PURCHASE ANY MEDICARE SUP-
24 PLEMENT CERTIFICATE OFFERED BY THE HEALTH CARE CORPORATION THAT
25 HAS COMPARABLE OR LESSER BENEFITS AND THAT DOES NOT CONTAIN A
26 RESTRICTED NETWORK PROVISION. THE ISSUER SHALL MAKE THE
27 CERTIFICATES AVAILABLE WITHOUT REQUIRING EVIDENCE OF

1 INSURABILITY. FOR THE PURPOSES OF THIS SUBSECTION, A MEDICARE
2 SUPPLEMENT CERTIFICATE WILL BE CONSIDERED TO HAVE COMPARABLE OR
3 LESSER BENEFITS UNLESS IT CONTAINS 1 OR MORE SIGNIFICANT BENEFITS
4 NOT INCLUDED IN THE MEDICARE SELECT CERTIFICATE BEING REPLACED.
5 FOR THE PURPOSES OF THIS SUBSECTION, A SIGNIFICANT BENEFIT MEANS
6 COVERAGE FOR THE MEDICARE PART A DEDUCTIBLE, COVERAGE FOR PRE-
7 SCRIPTON DRUGS, COVERAGE FOR AT-HOME RECOVERY SERVICE OR COVER-
8 AGE FOR PART B EXCESS CHARGES.

9 (16) A MEDICARE SELECT HEALTH CARE CORPORATION SHALL COMPLY
10 WITH REASONABLE REQUESTS FOR DATA MADE BY STATE OR FEDERAL AGEN-
11 CIES, INCLUDING THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN
12 SERVICES, FOR THE PURPOSES OF EVALUATING THE MEDICARE SELECT
13 PROGRAM.

14 SEC. 469. (1) A CERTIFICATE SHALL NOT BE TITLED, ADVER-
15 TISED, SOLICITED, OR ISSUED FOR DELIVERY IN THIS STATE AS A MEDI-
16 CARE SUPPLEMENT CERTIFICATE IF THE CERTIFICATE DOES NOT MEET THE
17 MINIMUM STANDARDS PRESCRIBED IN THIS SECTION. THESE MINIMUM
18 STANDARDS ARE IN ADDITION TO ALL OTHER REQUIREMENTS OF THIS
19 PART.

20 (2) THE FOLLOWING STANDARDS APPLY TO MEDICARE SUPPLEMENT
21 CERTIFICATES:

22 (A) A MEDICARE SUPPLEMENT CERTIFICATE SHALL NOT DENY A CLAIM
23 FOR LOSSES INCURRED MORE THAN 6 MONTHS FROM THE EFFECTIVE DATE OF
24 COVERAGE BECAUSE IT INVOLVED A PREEXISTING CONDITION. THE CER-
25 TIFICATE SHALL NOT DEFINE A PREEXISTING CONDITION MORE RESTRIC-
26 TIVELY THAN TO MEAN A CONDITION FOR WHICH MEDICAL ADVICE WAS

1 GIVEN OR TREATMENT WAS RECOMMENDED BY OR RECEIVED FROM A
2 PHYSICIAN WITHIN 6 MONTHS BEFORE THE EFFECTIVE DATE OF COVERAGE.

3 (B) A MEDICARE SUPPLEMENT CERTIFICATE SHALL NOT INDEMNIFY
4 AGAINST LOSSES RESULTING FROM SICKNESS ON A DIFFERENT BASIS THAN
5 LOSSES RESULTING FROM ACCIDENTS.

6 (C) A MEDICARE SUPPLEMENT CERTIFICATE SHALL PROVIDE THAT
7 BENEFITS DESIGNED TO COVER COST SHARING AMOUNTS UNDER MEDICARE
8 WILL BE CHANGED AUTOMATICALLY TO COINCIDE WITH ANY CHANGES IN THE
9 APPLICABLE MEDICARE DEDUCTIBLE AMOUNT AND COPAYMENT PERCENTAGE
10 FACTORS. PREMIUMS MAY BE MODIFIED TO CORRESPOND WITH SUCH
11 CHANGES.

12 (D) A MEDICARE SUPPLEMENT CERTIFICATE SHALL BE GUARANTEED
13 RENEWABLE. TERMINATION SHALL BE FOR NONPAYMENT OF PREMIUM OR
14 MATERIAL MISREPRESENTATION ONLY.

15 (E) TERMINATION OF A MEDICARE SUPPLEMENT CERTIFICATE SHALL
16 NOT REDUCE OR LIMIT THE PAYMENT OF BENEFITS FOR ANY CONTINUOUS
17 LOSS THAT COMMENCED WHILE THE CERTIFICATE WAS IN FORCE, BUT THE
18 EXTENSION OF BENEFITS BEYOND THE PERIOD DURING WHICH THE CERTIFI-
19 CATE WAS IN FORCE MAY BE PREDICATED UPON THE CONTINUOUS TOTAL
20 DISABILITY OF THE MEMBER, LIMITED TO THE DURATION OF THE CERTIFI-
21 CATE BENEFIT PERIOD, IF ANY, OR PAYMENT OF THE MAXIMUM BENEFITS.

22 (F) A MEDICARE SUPPLEMENT CERTIFICATE SHALL NOT PROVIDE FOR
23 TERMINATION OF COVERAGE OF A SPOUSE SOLELY BECAUSE OF THE OCCUR-
24 RENCE OF AN EVENT SPECIFIED FOR TERMINATION OF COVERAGE OF THE
25 MEMBER, OTHER THAN THE NONPAYMENT OF PREMIUM.

26 (3) A MEDICARE SUPPLEMENT CERTIFICATE SHALL PROVIDE THAT
27 BENEFITS AND PREMIUMS UNDER THE CERTIFICATE SHALL BE SUSPENDED AT

1 THE REQUEST OF THE CERTIFICATE HOLDER FOR A PERIOD NOT TO EXCEED
2 24 MONTHS IN WHICH THE CERTIFICATE HOLDER HAS APPLIED FOR AND IS
3 DETERMINED TO BE ENTITLED TO MEDICAL ASSISTANCE UNDER MEDICAID,
4 BUT ONLY IF THE CERTIFICATE HOLDER NOTIFIES THE HEALTH CARE COR-
5 PORATION OF SUCH ASSISTANCE WITHIN 90 DAYS AFTER THE DATE THE
6 INDIVIDUAL BECOMES ENTITLED TO THE ASSISTANCE. UPON RECEIPT OF
7 TIMELY NOTICE, THE HEALTH CARE CORPORATION SHALL RETURN TO THE
8 CERTIFICATE HOLDER THAT PORTION OF THE PREMIUM ATTRIBUTABLE TO
9 THE PERIOD OF MEDICAID ELIGIBILITY, SUBJECT TO ADJUSTMENT FOR
10 PAID CLAIMS. IF A SUSPENSION OCCURS AND IF THE CERTIFICATE
11 HOLDER LOSES ENTITLEMENT TO MEDICAL ASSISTANCE UNDER MEDICAID,
12 THE CERTIFICATE SHALL BE AUTOMATICALLY REINSTITUTED EFFECTIVE AS
13 OF THE DATE OF TERMINATION OF THE ASSISTANCE IF THE CERTIFICATE
14 HOLDER PROVIDES NOTICE OF LOSS OF MEDICAID MEDICAL ASSISTANCE
15 WITHIN 90 DAYS AFTER THE DATE OF THE LOSS AND PAYS THE PREMIUM
16 ATTRIBUTABLE TO THE PERIOD EFFECTIVE AS OF THE DATE OF TERMINA-
17 TION OF THE ASSISTANCE. ALL OF THE FOLLOWING APPLY TO THE REIN-
18 STITUTION OF A MEDICARE SUPPLEMENT CERTIFICATE UNDER THIS
19 SUBSECTION:

20 (i) THE REINSTITUTION SHALL NOT PROVIDE FOR ANY WAITING
21 PERIOD WITH RESPECT TO TREATMENT OF PREEXISTING CONDITIONS.

22 (ii) REINSTITUTED COVERAGE SHALL BE SUBSTANTIALLY EQUIVALENT
23 TO COVERAGE IN EFFECT BEFORE THE DATE OF THE SUSPENSION.

24 (iii) CLASSIFICATION OF PREMIUMS FOR REINSTITUTED COVERAGE
25 SHALL BE ON TERMS AT LEAST AS FAVORABLE TO THE CERTIFICATE HOLDER
26 AS THE PREMIUM CLASSIFICATION TERMS THAT WOULD HAVE APPLIED TO
27 THE CERTIFICATE HOLDER HAD THE COVERAGE NOT BEEN SUSPENDED.

1 SEC. 471. (1) A HEALTH CARE CORPORATION SHALL NOT ISSUE A
2 NONGROUP MEDICARE SUPPLEMENT CERTIFICATE TO A PERSON WHO HAS NOT
3 APPLIED FOR OR ENROLLED IN MEDICARE, PARTS A AND B. IF IT IS
4 LATER DETERMINED THAT A PERSON HAS NOT APPLIED FOR OR ENROLLED IN
5 MEDICARE, PARTS A AND B, A HEALTH CARE CORPORATION SHALL REFUND
6 ALL PREMIUMS RECEIVED FROM THE PERSON FOR A MEDICARE SUPPLEMENT
7 CERTIFICATE ISSUED TO THE PERSON PLUS INTEREST LESS THE AMOUNT OF
8 ANY BENEFITS RECEIVED BY THE PERSON UNDER THE CERTIFICATE.

9 (2) INTEREST UNDER SUBSECTION (1) SHALL BE CALCULATED AT
10 6-MONTH INTERVALS FROM THE DATE THE FIRST PREMIUM PAYMENT WAS
11 RECEIVED AT A RATE OF INTEREST EQUAL TO 1% PLUS THE AVERAGE
12 INTEREST RATE PAID AT AUCTIONS OF 5-YEAR UNITED STATES TREASURY
13 NOTES DURING THE 6 MONTHS IMMEDIATELY PRECEDING JULY 1 AND
14 JANUARY 1, AS CERTIFIED BY THE STATE TREASURER, AND COMPOUNDED
15 ANNUALLY.

16 SEC. 473. A HEALTH CARE CORPORATION CERTIFICATE SHALL NOT
17 BE TITLED, ADVERTISED, SOLICITED, OR ISSUED FOR DELIVERY IN THIS
18 STATE AS A MEDICARE SUPPLEMENT CERTIFICATE UNLESS THE DEFINITIONS
19 AND TERMS CONTAINED IN THE CERTIFICATE ARE SUCH THAT COVERED BEN-
20 EFITS UNDER THE CERTIFICATE ARE NOT MORE RESTRICTIVE THAN COVERED
21 BENEFITS UNDER MEDICARE AND THOSE REQUIRED TO BE PROVIDED UNDER
22 STATE LAW.

23 SEC. 475. A MEDICARE SUPPLEMENT CERTIFICATE SHALL NOT USE
24 WAIVERS TO EXCLUDE, LIMIT, OR REDUCE COVERAGE OR BENEFITS FOR
25 SPECIFICALLY NAMED OR DESCRIBED PREEXISTING DISEASES OR PHYSICAL
26 CONDITIONS.

1 SEC. 477. (1) A MEDICARE SUPPLEMENT CERTIFICATE SHALL NOT
2 BE DELIVERED OR ISSUED FOR DELIVERY IN THIS STATE IF THE
3 CERTIFICATE PROVIDES BENEFITS THAT DUPLICATE BENEFITS PROVIDED BY
4 MEDICARE.

5 (2) APPLICATION FORMS OR A SUPPLEMENTARY APPLICATION OR
6 OTHER FORM TO BE SIGNED BY THE APPLICANT AND AGENT FOR MEDICARE
7 SUPPLEMENT CERTIFICATES SHALL INCLUDE THE FOLLOWING STATEMENTS
8 AND QUESTIONS DESIGNED TO INFORM AND ELICIT INFORMATION AS TO
9 WHETHER, AS OF THE DATE OF THE APPLICATION, THE APPLICANT HAS
10 ANOTHER MEDICARE SUPPLEMENT OR OTHER HEALTH INSURANCE POLICY,
11 CONTRACT, OR CERTIFICATE IN FORCE OR WHETHER A MEDICARE SUPPLE-
12 MENT CERTIFICATE IS INTENDED TO REPLACE ANY DISABILITY OR OTHER
13 HEALTH CERTIFICATE PRESENTLY IN FORCE:

14 [STATEMENTS]

15 (1) YOU DO NOT NEED MORE THAN 1 MEDICARE SUPPLEMENT
16 CERTIFICATE.

17 (2) IF YOU ARE 65 OR OLDER, YOU MAY BE ELIGIBLE FOR BENEFITS
18 UNDER MEDICAID AND MAY NOT NEED A MEDICARE SUPPLEMENT
19 CERTIFICATE.

20 (3) THE BENEFITS AND PREMIUMS UNDER YOUR MEDICARE SUPPLEMENT
21 CERTIFICATE WILL BE SUSPENDED DURING YOUR ENTITLEMENT TO BENEFITS
22 UNDER MEDICAID FOR 24 MONTHS. YOU MUST REQUEST THIS SUSPENSION
23 WITHIN 90 DAYS OF BECOMING ELIGIBLE FOR MEDICAID. IF YOU ARE NO
24 LONGER ENTITLED TO MEDICAID, YOUR CERTIFICATE WILL BE REINSTI-
25 TUTED IF REQUESTED WITHIN 90 DAYS OF LOSING MEDICAID
26 ELIGIBILITY.

1 (4) COUNSELING SERVICES MAY BE AVAILABLE IN YOUR STATE TO
2 PROVIDE ADVICE CONCERNING YOUR PURCHASE OF MEDICARE SUPPLEMENT
3 COVERAGE AND CONCERNING MEDICAID.

4 [QUESTIONS]

5 THESE QUESTIONS SHOULD BE ANSWERED TO THE BEST OF YOUR
6 KNOWLEDGE.

7 (1) DO YOU HAVE ANOTHER MEDICARE SUPPLEMENT INSURANCE
8 POLICY, CONTRACT, OR CERTIFICATE IN FORCE (INCLUDING AN INSURANCE
9 POLICY OR HEALTH MAINTENANCE ORGANIZATION CONTRACT)? IF SO, WITH
10 WHICH COMPANY?

11 (2) DO YOU HAVE ANY OTHER HEALTH INSURANCE POLICIES, CERTIF-
12 ICATES, OR CONTRACTS THAT PROVIDE BENEFITS THAT THIS MEDICARE
13 SUPPLEMENT CERTIFICATE WOULD DUPLICATE? IF SO, WITH WHICH
14 COMPANY? WHAT KIND OF POLICY, CONTRACT, OR CERTIFICATE?

15 (3) IF THE ANSWER TO QUESTION 1 OR 2 IS YES, DO YOU INTEND
16 TO REPLACE THESE DISABILITY OR HEALTH POLICIES, CERTIFICATES, OR
17 CONTRACTS WITH THIS CERTIFICATE?

18 (4) ARE YOU COVERED BY MEDICAID?

19 (3) AN AGENT SHALL LIST ON THE APPLICATION FORM FOR A MEDI-
20 CARE SUPPLEMENT CERTIFICATE ANY OTHER HEALTH INSURANCE POLICIES,
21 CERTIFICATES, OR CONTRACTS HE OR SHE HAS SOLD TO THE APPLICANT,
22 INCLUDING POLICIES, CERTIFICATES, OR CONTRACTS SOLD THAT ARE
23 STILL IN FORCE AND POLICIES, CERTIFICATES, AND CONTRACTS SOLD IN
24 THE PAST 5 YEARS THAT ARE NO LONGER IN FORCE.

25 (4) FOR A DIRECT RESPONSE HEALTH CARE CORPORATION, A COPY OF
26 THE APPLICATION OR SUPPLEMENT FORM, SIGNED BY THE APPLICANT, AND
27 ACKNOWLEDGED BY THE HEALTH CARE CORPORATION, SHALL BE RETURNED TO

1 THE APPLICANT BY THE HEALTH CARE CORPORATION UPON DELIVERY OF THE
2 CERTIFICATE.

3 (5) UPON DETERMINING THAT A SALE WILL INVOLVE REPLACEMENT OF
4 MEDICARE SUPPLEMENT COVERAGE, A HEALTH CARE CORPORATION, OTHER
5 THAN A DIRECT RESPONSE HEALTH CARE CORPORATION OR ITS AGENT,
6 SHALL FURNISH THE APPLICANT PRIOR TO ISSUANCE OR DELIVERY OF THE
7 MEDICARE SUPPLEMENT CERTIFICATE THE FOLLOWING NOTICE REGARDING
8 REPLACEMENT OF MEDICARE SUPPLEMENT COVERAGE. ONE COPY OF THE
9 NOTICE SIGNED BY THE APPLICANT AND THE AGENT, EXCEPT WHERE COVER-
10 AGE IS SOLD WITHOUT AN AGENT, SHALL BE PROVIDED TO THE APPLICANT
11 AND AN ADDITIONAL SIGNED COPY SHALL BE RETAINED BY THE HEALTH
12 CARE CORPORATION. A DIRECT RESPONSE HEALTH CARE CORPORATION
13 SHALL DELIVER TO THE APPLICANT AT THE TIME OF ISSUANCE OF THE
14 CERTIFICATE THE FOLLOWING NOTICE, REGARDING REPLACEMENT OF MEDI-
15 CARE SUPPLEMENT COVERAGE. THE NOTICE REGARDING REPLACEMENT OF
16 MEDICARE SUPPLEMENT COVERAGE SHALL BE PROVIDED IN SUBSTANTIALLY
17 THE FOLLOWING FORM AND IN NOT LESS THAN 10-POINT TYPE:

18 "NOTICE TO APPLICANT REGARDING REPLACEMENT

19 OF MEDICARE SUPPLEMENT COVERAGE

20 (HEALTH CARE CORPORATION'S NAME AND ADDRESS)

21 SAVE THIS NOTICE! IT MAY BE IMPORTANT TO YOU IN THE FUTURE.

22 ACCORDING TO (YOUR APPLICATION) (INFORMATION YOU HAVE
23 FURNISHED), YOU INTEND TO DROP OR OTHERWISE TERMINATE EXISTING
24 MEDICARE SUPPLEMENT COVERAGE AND REPLACE IT WITH A CERTIFICATE TO
25 BE ISSUED BY (HEALTH CARE CORPORATION NAME). YOUR NEW CERTIFI-
26 CATE PROVIDES 30 DAYS WITHIN WHICH YOU MAY DECIDE WITHOUT COST
27 WHETHER YOU DESIRE TO KEEP THE CERTIFICATE.

1 YOU SHOULD REVIEW THIS NEW COVERAGE CAREFULLY COMPARING IT
 2 WITH ALL DISABILITY AND OTHER HEALTH COVERAGE YOU NOW HAVE AND
 3 TERMINATE YOUR PRESENT COVERAGE ONLY IF, AFTER DUE CONSIDERATION,
 4 YOU FIND THAT PURCHASE OF THIS MEDICARE SUPPLEMENT COVERAGE IS A
 5 WISE DECISION.

6 STATEMENT TO APPLICANT BY HEALTH CARE CORPORATION, AGENT, OR
 7 OTHER REPRESENTATIVE:

8 (USE ADDITIONAL SHEETS AS NECESSARY.)

9 I HAVE REVIEWED YOUR CURRENT MEDICAL OR HEALTH COVERAGE.
 10 THE REPLACEMENT OF COVERAGE INVOLVED IN THIS TRANSACTION DOES NOT
 11 DUPLICATE COVERAGE, TO THE BEST OF MY KNOWLEDGE. THE REPLACEMENT
 12 CERTIFICATE IS BEING PURCHASED FOR THE FOLLOWING REASONS (CHECK
 13 1):

14 _____ ADDITIONAL BENEFITS
 15 _____ NO CHANGE IN BENEFITS, BUT LOWER PREMIUMS
 16 _____ FEWER BENEFITS AND LOWER PREMIUMS
 17 _____ OTHER. (PLEASE SPECIFY)

18 1. HEALTH CONDITIONS WHICH YOU MAY PRESENTLY HAVE
 19 (PRE-EXISTING CONDITIONS) MAY NOT BE IMMEDIATELY OR FULLY COVERED
 20 UNDER THE NEW CERTIFICATE. THIS COULD RESULT IN DENIAL OR DELAY
 21 OF A CLAIM FOR BENEFITS UNDER THE NEW CERTIFICATE, WHEREAS A SIM-
 22 ILAR CLAIM MIGHT HAVE BEEN PAYABLE UNDER YOUR PRESENT POLICY,
 23 CONTRACT, OR CERTIFICATE. (THIS PARAGRAPH MAY BE DELETED BY A
 24 HEALTH CARE CORPORATION IF THE REPLACEMENT DOES NOT INVOLVE
 25 APPLICATION OF A NEW PRE-EXISTING CONDITION LIMITATION.)

26 2. YOUR HEALTH CARE CORPORATION WILL WAIVE ANY TIME PERIODS
 27 APPLICABLE TO PREEXISTING CONDITIONS, WAITING PERIODS,

1 ELIMINATION PERIODS, OR PROBATIONARY PERIODS IN THE NEW
2 CERTIFICATE FOR SIMILAR BENEFITS TO THE EXTENT SUCH TIME WAS
3 SPENT OR DEPLETED UNDER THE ORIGINAL COVERAGE. (THIS PARAGRAPH
4 MAY BE DELETED BY A HEALTH CARE CORPORATION IF THE REPLACEMENT
5 DOES NOT INVOLVE APPLICATION OF A NEW PREEXISTING CONDITION
6 LIMITATION.)

7 3. IF, AFTER THINKING ABOUT IT CAREFULLY, YOU STILL WISH TO
8 DROP YOUR PRESENT COVERAGE AND REPLACE IT WITH NEW COVERAGE, BE
9 CERTAIN TO TRUTHFULLY AND COMPLETELY ANSWER ALL QUESTIONS ON THE
10 APPLICATION CONCERNING YOUR MEDICAL AND HEALTH HISTORY. FAILURE
11 TO INCLUDE ALL MATERIAL MEDICAL INFORMATION ON AN APPLICATION MAY
12 PROVIDE A BASIS FOR THE HEALTH CARE CORPORATION TO DENY ANY
13 FUTURE CLAIMS AND TO REFUND YOUR PREMIUM AS THOUGH YOUR CERTIFI-
14 CATE HAD NEVER BEEN IN FORCE. AFTER THE APPLICATION HAS BEEN
15 COMPLETED, AND BEFORE YOU SIGN IT, REVIEW IT CAREFULLY TO BE CER-
16 TAIN THAT ALL INFORMATION HAS BEEN PROPERLY RECORDED. (IF THE
17 CERTIFICATE IS GUARANTEED ISSUE, THIS PARAGRAPH NEED NOT
18 APPEAR.)

19 4. DO NOT CANCEL YOUR PRESENT POLICY, CONTRACT, OR CERTIFI-
20 CATE UNTIL YOU HAVE RECEIVED YOUR NEW CERTIFICATE AND ARE SURE
21 THAT YOU WANT TO KEEP IT.

22

23 SIGNATURE OF AGENT, BROKER, OR OTHER REPRESENTATIVE
24 (* SIGNATURE NOT REQUIRED FOR DIRECT RESPONSE
25 SALES.)

26

27 TYPED NAME AND ADDRESS OF AGENT OR BROKER

1

2

(DATE)

3

THE ABOVE "NOTICE TO APPLICANT" WAS DELIVERED TO ME ON:

4

5

(DATE)

6

7

(APPLICANT'S SIGNATURE)

8

9

(APPLICANT'S PRINTED NAME)

10

11

(APPLICANT'S ADDRESS)

12

13

(POLICY, CERTIFICATE, OR CONTRACT NUMBER BEING REPLACED)"

14

SEC. 479. A HEALTH CARE CORPORATION SHALL NOT DENY OR CON-

15

DITION THE ISSUANCE OR EFFECTIVENESS OF A MEDICARE SUPPLEMENT

16

CERTIFICATE AVAILABLE FOR SALE IN THIS STATE, OR DISCRIMINATE IN

17

THE PRICING OF SUCH A CERTIFICATE, BECAUSE OF THE HEALTH STATUS,

18

CLAIMS EXPERIENCE, RECEIPT OF HEALTH CARE, OR MEDICAL CONDITION

19

OF AN APPLICANT IF AN APPLICATION FOR THE CERTIFICATE IS SUBMIT-

20

TED DURING THE 6-MONTH PERIOD BEGINNING WITH THE FIRST MONTH IN

21

WHICH AN INDIVIDUAL WHO IS 65 YEARS OF AGE OR OLDER FIRST

22

ENROLLED FOR BENEFITS UNDER MEDICARE PART B. EACH MEDICARE SUP-

23

PLEMENT CERTIFICATE CURRENTLY AVAILABLE FROM A HEALTH CARE CORPO-

24

RATION SHALL BE MADE AVAILABLE TO ALL APPLICANTS WHO QUALIFY

25

UNDER THIS SECTION WITHOUT REGARD TO AGE.

26

SEC. 481. (1) EACH HEALTH CARE CORPORATION OFFERING NON-

27

GROUP OR GROUP CERTIFICATES IN THIS STATE SHALL PROVIDE WITHOUT

28

RESTRICTION, TO ANY PERSON WHO REQUESTS COVERAGE FROM A HEALTH

29

CARE CORPORATION AND HAS BEEN COVERED BY AN INSURER, HEALTH

30

MAINTENANCE ORGANIZATION, OR HEALTH CARE CORPORATION IF THE

1 PERSON WOULD NO LONGER BE COVERED BECAUSE HE OR SHE HAS BECOME
2 ELIGIBLE FOR MEDICARE OR IF THE PERSON LOSES COVERAGE UNDER A
3 GROUP CERTIFICATE AFTER BECOMING ELIGIBLE FOR MEDICARE, A RIGHT
4 OF CONTINUATION OR CONVERSION TO THEIR CHOICE OF THE BASIC CORE
5 BENEFITS AS DESCRIBED IN SECTION 455 OR A TYPE C MEDICARE SUPPLE-
6 MENTAL PACKAGE AS DESCRIBED IN SECTION 461(5)(C) THAT IS GUARAN-
7 TEED RENEWABLE OR NONCANCELLABLE. A PERSON WHO IS HOSPITALIZED
8 OR HAS BEEN INFORMED BY A PHYSICIAN THAT HE OR SHE WILL REQUIRE
9 HOSPITALIZATION WITHIN 30 DAYS AFTER THE TIME OF APPLICATION
10 SHALL NOT BE ENTITLED TO COVERAGE UNDER THIS SUBSECTION UNTIL THE
11 DAY FOLLOWING THE DATE OF DISCHARGE. HOWEVER, IF THE HOSPITAL-
12 IZED PERSON WAS COVERED BY THE HEALTH CARE CORPORATION IMMEDI-
13 ATELY PRIOR TO BECOMING ELIGIBLE FOR MEDICARE OR IMMEDIATELY
14 PRIOR TO LOSING COVERAGE UNDER A GROUP CERTIFICATE AFTER BECOMING
15 ELIGIBLE FOR MEDICARE, THE PERSON SHALL BE ELIGIBLE FOR IMMEDIATE
16 COVERAGE FROM THE PREVIOUS INSURER, HEALTH MAINTENANCE ORGANI-
17 ZATION, OR HEALTH CARE CORPORATION UNDER THIS SUBSECTION. A
18 PERSON SHALL NOT BE ENTITLED TO A MEDICARE SUPPLEMENTAL CERTIFI-
19 CATE UNDER THIS SUBSECTION UNLESS THE PERSON PRESENTS SATISFAC-
20 TORY PROOF TO THE HEALTH CARE CORPORATION THAT HE OR SHE WAS COV-
21 ERED BY AN INSURER, HEALTH MAINTENANCE ORGANIZATION, OR HEALTH
22 CARE CORPORATION. A PERSON WHO WISHES COVERAGE UNDER THIS SUB-
23 SECTION MUST EITHER REQUEST COVERAGE WITHIN 90 DAYS BEFORE OR 90
24 DAYS AFTER THE MONTH HE OR SHE BECOMES ELIGIBLE FOR MEDICARE OR
25 REQUEST COVERAGE WITHIN 180 DAYS AFTER LOSING COVERAGE UNDER A
26 GROUP POLICY, CONTRACT, OR CERTIFICATE. A PERSON 60 YEARS OF AGE
27 OR OLDER WHO LOSES COVERAGE UNDER A GROUP POLICY OR CERTIFICATE

1 IS ENTITLED TO COVERAGE UNDER A MEDICARE SUPPLEMENTAL CERTIFICATE
2 WITHOUT RESTRICTION FROM THE HEALTH CARE CORPORATION PROVIDING
3 THE FORMER GROUP COVERAGE, IF HE OR SHE REQUESTS COVERAGE WITHIN
4 90 DAYS BEFORE OR 90 DAYS AFTER THE MONTH HE OR SHE BECOMES ELI-
5 GIBLE FOR MEDICARE.

6 (2) EXCEPT AS PROVIDED IN SECTION 483, A PERSON NOT COVERED
7 UNDER A NONGROUP OR GROUP CERTIFICATE AS SPECIFIED IN
8 SUBSECTION (1), AFTER APPLYING FOR COVERAGE UNDER A MEDICARE SUP-
9 PLEMENTAL CERTIFICATE REQUIRED TO BE OFFERED UNDER
10 SUBSECTION (1), IS ENTITLED TO COVERAGE UNDER A MEDICARE SUPPLE-
11 MENTAL CERTIFICATE THAT MAY INCLUDE A PROVISION FOR EXCLUSION
12 FROM PREEXISTING CONDITIONS FOR 6 MONTHS AFTER THE INCEPTION OF
13 COVERAGE, CONSISTENT WITH THE PROVISIONS OF SECTION 469(2)(A).

14 (3) EACH HEALTH CARE CORPORATION OFFERING NONGROUP CERTIFI-
15 CATES IN THIS STATE SHALL GIVE TO EACH PERSON WHO IS COVERED WITH
16 THE HEALTH CARE CORPORATION AT THE TIME HE OR SHE BECOMES ELIGI-
17 BLE FOR MEDICARE, AND TO EACH APPLICANT OF THE HEALTH CARE CORPO-
18 RATION WHO IS ELIGIBLE FOR MEDICARE, WRITTEN NOTICE OF THE AVAIL-
19 ABILITY OF COVERAGE UNDER THIS SECTION. EACH GROUP CERTIFICATE
20 HOLDER IN THIS STATE SHALL GIVE TO EACH MEMBER WHO IS COVERED AT
21 THE TIME HE OR SHE BECOMES ELIGIBLE FOR MEDICARE, WRITTEN NOTICE
22 OF THE AVAILABILITY OF COVERAGE UNDER THIS SECTION.

23 SEC. 483. IF A MEDICARE SUPPLEMENT CERTIFICATE REPLACES
24 ANOTHER MEDICARE SUPPLEMENT POLICY, CONTRACT, OR CERTIFICATE, THE
25 REPLACING HEALTH CARE CORPORATION SHALL WAIVE ANY TIME PERIODS
26 APPLICABLE-TO PREEXISTING CONDITIONS, WAITING PERIODS,
27 ELIMINATION PERIODS, AND PROBATIONARY PERIODS IN THE NEW MEDICARE

1 SUPPLEMENT CERTIFICATE FOR SIMILAR BENEFITS TO THE EXTENT SUCH
2 TIME WAS SPENT UNDER THE ORIGINAL COVERAGE.

3 SEC. 485. (1) EACH HEALTH CARE CORPORATION MARKETING MEDI-
4 CARE SUPPLEMENT COVERAGE IN THIS STATE DIRECTLY OR THROUGH ITS
5 AGENTS SHALL DO ALL OF THE FOLLOWING:

6 (A) ESTABLISH MARKETING PROCEDURES TO ENSURE THAT ANY COM-
7 PARISON OF POLICIES BY ITS AGENTS WILL BE FAIR AND ACCURATE.

8 (B) ESTABLISH MARKETING PROCEDURES TO ENSURE EXCESSIVE COV-
9 ERAGE IS NOT SOLD OR ISSUED.

10 (C) INQUIRE AND OTHERWISE MAKE EVERY REASONABLE EFFORT TO
11 IDENTIFY WHETHER A PROSPECTIVE APPLICANT FOR MEDICARE SUPPLEMENT
12 COVERAGE ALREADY HAS DISABILITY OR OTHER HEALTH COVERAGE AND THE
13 TYPES AND AMOUNTS OF COVERAGE.

14 (D) ESTABLISH AUDITABLE PROCEDURES FOR VERIFYING COMPLIANCE
15 WITH THIS SUBSECTION.

16 (2) IN RECOMMENDING THE PURCHASE OR REPLACEMENT OF ANY MEDI-
17 CARE SUPPLEMENT COVERAGE, AN AGENT SHALL MAKE REASONABLE EFFORTS
18 TO DETERMINE THE APPROPRIATENESS OF A RECOMMENDED PURCHASE OR
19 REPLACEMENT.

20 (3) ANY SALE OF MEDICARE SUPPLEMENT COVERAGE THAT WILL PRO-
21 VIDE AN INDIVIDUAL WITH MORE THAN 1 MEDICARE SUPPLEMENT POLICY,
22 CONTRACT, OR CERTIFICATE IS PROHIBITED.

23 (4) A MEDICAL SUPPLEMENT CERTIFICATE SHALL DISPLAY PROMI-
24 NENTLY BY TYPE, STAMP, OR OTHER APPROPRIATE MEANS, ON THE FIRST
25 PAGE OF THE CERTIFICATE THE FOLLOWING: "NOTICE TO BUYER: THIS
26 CERTIFICATE MAY NOT COVER ALL OF YOUR MEDICAL EXPENSES."

1 SEC. 487. (1) ON OR BEFORE MARCH 1 OF EACH YEAR, EVERY
2 HEALTH CARE CORPORATION PROVIDING MEDICARE SUPPLEMENT COVERAGE IN
3 THIS STATE SHALL REPORT TO THE COMMISSIONER THE FOLLOWING INFOR-
4 MATION FOR EVERY INDIVIDUAL RESIDENT OF THIS STATE FOR WHICH THE
5 HEALTH CARE CORPORATION HAS IN FORCE MORE THAN 1 MEDICARE SUPPLE-
6 MENT CERTIFICATE:

7 (A) CERTIFICATE NUMBER.

8 (B) DATE OF ISSUANCE.

9 (2) THE ITEMS IN SUBSECTION (1) SHALL BE GROUPED BY INDIVID-
10 UAL CERTIFICATE HOLDER.

11 SEC. 491. (1) EACH MEDICARE SUPPLEMENT CERTIFICATE SHALL
12 INCLUDE A RENEWAL OR CONTINUATION PROVISION. THE PROVISION SHALL
13 BE APPROPRIATELY CAPTIONED, SHALL APPEAR ON THE FIRST PAGE OF THE
14 CERTIFICATE, AND SHALL CLEARLY STATE THE TERM OF COVERAGE FOR
15 WHICH THE CERTIFICATE IS ISSUED AND FOR WHICH IT MAY BE RENEWED.
16 THE PROVISION SHALL INCLUDE ANY RESERVATION BY THE HEALTH CARE
17 CORPORATION OF THE RIGHT TO CHANGE PREMIUMS AND ANY AUTOMATIC
18 RENEWAL PREMIUM INCREASES BASED ON THE CERTIFICATE HOLDER'S AGE.

19 (2) IF A MEDICARE SUPPLEMENT CERTIFICATE IS TERMINATED BY
20 THE GROUP CERTIFICATE HOLDER AND IS NOT REPLACED AS PROVIDED
21 UNDER SUBSECTION (4), THE HEALTH CARE CORPORATION SHALL OFFER
22 CERTIFICATE HOLDERS A NONGROUP MEDICARE SUPPLEMENT CERTIFICATE
23 THAT AT THE OPTION OF THE CERTIFICATE HOLDER PROVIDES FOR CONTIN-
24 UATION OF THE BENEFITS CONTAINED IN THE GROUP CERTIFICATE OR PRO-
25 VIDES FOR SUCH BENEFITS AS OTHERWISE MEET THE REQUIREMENTS OF
26 SECTION 469.

1 (3) IF AN INDIVIDUAL IS A CERTIFICATE HOLDER IN A GROUP
2 MEDICARE SUPPLEMENT CERTIFICATE AND THE INDIVIDUAL TERMINATES
3 MEMBERSHIP IN THE GROUP, THE HEALTH CARE CORPORATION SHALL OFFER
4 THE CERTIFICATE HOLDER THE CONVERSION OPPORTUNITY DESCRIBED IN
5 SUBSECTION (4) OR AT THE OPTION OF THE GROUP CERTIFICATE HOLDER,
6 OFFER THE CERTIFICATE HOLDER CONTINUATION OF COVERAGE UNDER THE
7 GROUP CERTIFICATE.

8 (4) IF A GROUP MEDICARE SUPPLEMENT POLICY, CONTRACT, OR CER-
9 TIFICATE IS REPLACED BY ANOTHER GROUP MEDICARE SUPPLEMENT POLICY,
10 CONTRACT, OR CERTIFICATE PURCHASED BY THE SAME CERTIFICATE
11 HOLDER, THE SUCCEEDING ISSUER SHALL OFFER COVERAGE TO ALL PERSONS
12 COVERED UNDER THE OLD GROUP POLICY, CONTRACT, OR CERTIFICATE ON
13 ITS DATE OF TERMINATION. COVERAGE UNDER THE NEW CERTIFICATE
14 SHALL NOT RESULT IN ANY EXCLUSION FOR PREEXISTING CONDITIONS THAT
15 WOULD HAVE BEEN COVERED UNDER THE GROUP POLICY, CONTRACT, OR CER-
16 TIFICATE BEING REPLACED.

17 SEC. 493. (1) EXCEPT FOR RIDERS OR ENDORSEMENTS BY WHICH
18 THE HEALTH CARE CORPORATION EFFECTUATES A REQUEST MADE IN WRITING
19 BY THE SUBSCRIBER, EXERCISES A SPECIFICALLY RESERVED RIGHT UNDER
20 A MEDICARE SUPPLEMENT CERTIFICATE, OR AS REQUIRED TO REDUCE OR
21 ELIMINATE BENEFITS TO AVOID DUPLICATION OF MEDICARE BENEFITS, ALL
22 RIDERS OR ENDORSEMENTS ADDED TO A MEDICARE SUPPLEMENT CERTIFICATE
23 AFTER DATE OF ISSUE OR AT REINSTATEMENT OR RENEWAL THAT REDUCE OR
24 ELIMINATE BENEFITS OR COVERAGE IN THE CERTIFICATE SHALL REQUIRE
25 SIGNED ACCEPTANCE BY THE SUBSCRIBER. AFTER THE DATE OF CERTIFI-
26 CATE ISSUE, ANY RIDER OR ENDORSEMENT THAT INCREASES BENEFITS OR
27 COVERAGE WITH A CONCOMITANT INCREASE IN PREMIUM DURING THE

1 CERTIFICATE TERM SHALL BE AGREED TO IN WRITING AND SIGNED BY THE
2 SUBSCRIBER, UNLESS THE BENEFITS ARE REQUIRED MINIMUM STANDARDS
3 FOR MEDICARE SUPPLEMENT CERTIFICATES OR IF THE INCREASE IN BENE-
4 FITS OR COVERAGE IS REQUIRED BY LAW. IF A SEPARATE ADDITIONAL
5 PREMIUM IS CHARGED FOR BENEFITS PROVIDED IN CONNECTION WITH
6 RIDERS OR ENDORSEMENTS, THE PREMIUM CHARGED SHALL BE SET FORTH IN
7 THE CERTIFICATE.

8 (2) A MEDICARE SUPPLEMENT CERTIFICATE SHALL NOT PROVIDE FOR
9 THE PAYMENT OF BENEFITS BASED ON STANDARDS DESCRIBED AS "USUAL
10 AND CUSTOMARY", "REASONABLE AND CUSTOMARY", OR WORDS OF SIMILAR
11 IMPORT.

12 (3) IF A MEDICARE SUPPLEMENT CERTIFICATE CONTAINS ANY LIM-
13 TATIONS WITH RESPECT TO PREEXISTING CONDITIONS, THE LIMITATIONS
14 SHALL APPEAR AS A SEPARATE PARAGRAPH OF THE CERTIFICATE AND SHALL
15 BE LABELED AS "PREEXISTING CONDITION LIMITATIONS".

16 (4) THE TERM "MEDICARE SUPPLEMENT", "MEDIGAP", "MEDICARE
17 WRAP-AROUND", OR WORDS OF SIMILAR IMPORT SHALL NOT BE USED UNLESS
18 THE CERTIFICATE IS ISSUED IN COMPLIANCE WITH THIS PART.

19 (5) AS SOON AS PRACTICABLE BUT PRIOR TO THE EFFECTIVE DATE
20 OF ANY CHANGES IN MEDICARE BENEFITS, EVERY HEALTH CARE CORPORA-
21 TION OFFERING MEDICARE SUPPLEMENT COVERAGE IN THIS STATE SHALL
22 FILE WITH THE COMMISSIONER ANY APPROPRIATE RIDERS, ENDORSEMENTS,
23 OR CERTIFICATE FORMS NEEDED TO ACCOMPLISH THE MEDICARE SUPPLEMENT
24 MODIFICATIONS NECESSARY TO ELIMINATE BENEFITS UNDER THE CERTIFI-
25 CATE THAT DUPLICATE BENEFITS PROVIDED BY MEDICARE. THE RIDERS,
26 ENDORSEMENTS, AND CERTIFICATE FORMS SHALL PROVIDE A CLEAR

1 DESCRIPTION OF THE MEDICARE SUPPLEMENT BENEFITS PROVIDED BY THE
2 CERTIFICATE.

3 (6) UPON SATISFYING THE FILING AND APPROVAL REQUIREMENTS, A
4 HEALTH CARE CORPORATION PROVIDING MEDICARE SUPPLEMENT CERTIFI-
5 CATES DELIVERED OR ISSUED FOR DELIVERY IN THIS STATE SHALL PRO-
6 VIDE TO EACH COVERED CERTIFICATE HOLDER ANY RIDER, ENDORSEMENT,
7 OR CERTIFICATE FORM NECESSARY TO ELIMINATE BENEFITS UNDER THE
8 CERTIFICATE THAT DUPLICATE BENEFITS PROVIDED BY MEDICARE.

9 (7) AS SOON AS PRACTICABLE BUT NO LATER THAN 30 DAYS BEFORE
10 THE ANNUAL EFFECTIVE DATE OF ANY MEDICARE BENEFIT CHANGES, EVERY
11 HEALTH CARE CORPORATION DELIVERING OR ISSUING FOR DELIVERY IN
12 THIS STATE MEDICARE SUPPLEMENT CERTIFICATES SHALL NOTIFY EACH
13 COVERED CERTIFICATE HOLDER OF MODIFICATIONS MADE TO ITS MEDICARE
14 SUPPLEMENT CERTIFICATES IN A FORMAT ACCEPTABLE TO THE
15 COMMISSIONER. THE NOTICE SHALL BE IN OUTLINE FORM, CONTAIN CLEAR
16 AND SIMPLE LANGUAGE, SHALL NOT CONTAIN OR BE ACCOMPANIED BY ANY
17 SOLICITATION, AND SHALL INCLUDE BOTH OF THE FOLLOWING:

18 (A) A DESCRIPTION OF REVISIONS TO THE MEDICARE PROGRAM AND
19 OF EACH MODIFICATION MADE TO THE COVERAGE PROVIDED UNDER THE
20 MEDICARE SUPPLEMENT CERTIFICATE.

21 (B) WHETHER A PREMIUM ADJUSTMENT IS DUE TO CHANGES IN
22 MEDICARE.

23 SEC. 495. (1) ANY CERTIFICATE ISSUED FOR DELIVERY IN THIS
24 STATE TO PERSONS ELIGIBLE FOR MEDICARE BY REASON OF AGE SHALL
25 NOTIFY SUBSCRIBERS UNDER THE CERTIFICATE THAT THE CERTIFICATE IS
26 NOT A MEDICARE SUPPLEMENT CERTIFICATE. THE NOTICE SHALL EITHER
27 BE PRINTED OR ATTACHED TO THE FIRST PAGE OF THE COVERAGE OUTLINE

1 DELIVERED TO SUBSCRIBERS UNDER THE CERTIFICATE, OR IF A COVERAGE
2 OUTLINE IS NOT DELIVERED, TO THE FIRST PAGE OF THE CERTIFICATE
3 DELIVERED TO SUBSCRIBERS. THE NOTICE SHALL BE IN NOT LESS THAN
4 12-POINT TYPE, AND SHALL CONTAIN THE FOLLOWING LANGUAGE:

5 "THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE.
6 IT IS NOT DESIGNED TO FIT WITH MEDICARE. IT MAY NOT FIT ALL OF
7 THE GAPS IN MEDICARE AND IT MAY DUPLICATE SOME MEDICARE
8 BENEFITS. IF YOU ARE ELIGIBLE FOR MEDICARE, REVIEW THE MEDICARE
9 SUPPLEMENT BUYER'S GUIDE AVAILABLE FROM THE COMPANY. IF YOU
10 DECIDE TO CONSIDER BUYING THIS CERTIFICATE, BE SURE YOU UNDER-
11 STAND WHAT IT COVERS, WHAT IT DOES NOT COVER, AND WHETHER IT
12 DUPLICATES COVERAGE YOU ALREADY HAVE."

13 (2) SUBSECTION (1) DOES NOT APPLY TO A MEDICARE SUPPLEMENT
14 CERTIFICATE.

15 SEC. 496. THE FOLLOWING ACTS AND PRACTICES ARE PROHIBITED
16 IN THE MARKETING OR SALE OF MEDICARE SUPPLEMENT COVERAGE:

17 (A) TWISTING. KNOWINGLY MAKING ANY MISLEADING REPRESENTA-
18 TION OR INCOMPLETE OR FRAUDULENT COMPARISON OF ANY INSURANCE POL-
19 ICIES, CERTIFICATES, OR CONTRACTS OF INSURERS, HEALTH CARE CORPO-
20 RATIONS, OR HEALTH MAINTENANCE ORGANIZATIONS FOR THE PURPOSE OF
21 INDUCING, OR TENDING TO INDUCE, ANY PERSON TO LAPSE, FORFEIT,
22 SURRENDER, TERMINATE, RETAIN, PLEDGE, ASSIGN, BORROW ON, OR CON-
23 VERT ANY INSURANCE POLICY, CONTRACT, OR CERTIFICATE OR TO TAKE
24 OUT A POLICY, CERTIFICATE, OR CONTRACT WITH ANOTHER INSURER,
25 HEALTH CARE CORPORATION, OR HEALTH MAINTENANCE ORGANIZATION.

26 (B) HIGH PRESSURE TACTICS. EMPLOYING ANY METHOD OF
27 MARKETING HAVING THE EFFECT OF OR TENDING TO INDUCE THE PURCHASE

1 OF HEALTH COVERAGE THROUGH FORCE, FRIGHT, THREAT WHETHER EXPLICIT
2 OR IMPLIED, OR UNDUE PRESSURE TO PURCHASE OR RECOMMEND THE PUR-
3 CHASE OF HEALTH COVERAGE.

4 (C) COLD LEAD ADVERTISING. MAKING USE DIRECTLY OR INDI-
5 RECTLY OF ANY METHOD OF MARKETING THAT FAILS TO DISCLOSE IN A
6 CONSPICUOUS MANNER THAT A PURPOSE OF THE METHOD OF MARKETING IS
7 SOLICITATION OF HEALTH COVERAGE AND THAT CONTACT WILL BE MADE BY
8 A HEALTH CARE CORPORATION AGENT OR COMPANY.

9 SEC. 497. EACH HEALTH CARE CORPORATION PROVIDING MEDICARE
10 SUPPLEMENT COVERAGE IN THIS STATE SHALL FILE WITH THE COMMIS-
11 SIONER FOR REVIEW A COPY OF ANY WRITTEN, RADIO, OR TELEVISION
12 ADVERTISEMENT FOR MEDICARE SUPPLEMENT COVERAGE INTENDED FOR USE
13 IN THIS STATE AT LEAST 45 DAYS BEFORE THE DATE THE HEALTH CARE
14 CORPORATION DESIRES TO USE THE ADVERTISING. THE FILING SHALL
15 INCLUDE A SAMPLE OR PHOTOCOPY OF ALL APPLICABLE MEDICARE SUPPLE-
16 MENT CERTIFICATES AND RELATED FORMS AND THE APPROVAL STATUS OF
17 THE CERTIFICATES AND FORMS.

18 SEC. 498. (1) A HEALTH CARE CORPORATION SHALL NOT DELIVER
19 OR ISSUE FOR DELIVERY A MEDICARE SUPPLEMENT CERTIFICATE TO A RES-
20 IDENT OF THIS STATE UNLESS THE CERTIFICATE FORM HAS BEEN FILED
21 WITH AND APPROVED BY THE COMMISSIONER IN ACCORDANCE WITH FILING
22 REQUIREMENTS AND PROCEDURES PRESCRIBED BY THE COMMISSIONER.

23 (2) A HEALTH CARE CORPORATION SHALL NOT USE OR CHANGE PRE-
24 MIUM RATES FOR A MEDICARE SUPPLEMENT CERTIFICATE UNLESS THE
25 RATES, RATING SCHEDULE, AND SUPPORTING DOCUMENTATION HAVE BEEN
26 FILED WITH AND APPROVED BY THE COMMISSIONER IN ACCORDANCE WITH

1 THE FILING REQUIREMENTS AND PROCEDURES PRESCRIBED BY THE
2 COMMISSIONER.

3 (3) EXCEPT AS PROVIDED IN SUBSECTION (4), A HEALTH CARE COR-
4 PORATION SHALL NOT FILE FOR APPROVAL MORE THAN 1 FORM OF A CER-
5 TIFICATE FOR EACH GROUP AND NONGROUP STANDARD MEDICARE SUPPLEMENT
6 BENEFIT PLAN.

7 (4) WITH THE APPROVAL OF THE COMMISSIONER, A HEALTH CARE
8 CORPORATION MAY OFFER UP TO 4 ADDITIONAL CERTIFICATE FORMS OF THE
9 SAME TYPE FOR THE SAME STANDARD MEDICARE SUPPLEMENT BENEFIT PLAN,
10 1 FOR EACH OF THE FOLLOWING CASES:

11 (A) THE INCLUSION OF NEW OR INNOVATIVE BENEFITS.

12 (B) THE ADDITION OF EITHER DIRECT RESPONSE OR AGENT MARKET-
13 ING METHODS.

14 (C) THE ADDITION OF EITHER GUARANTEED ISSUE OR UNDERWRITTEN
15 COVERAGE.

16 (D) THE OFFERING OF COVERAGE TO INDIVIDUALS ELIGIBLE FOR
17 MEDICARE BY REASON OF DISABILITY.

18 (5) EXCEPT AS PROVIDED IN SUBSECTION (6), A HEALTH CARE COR-
19 PORATION SHALL CONTINUE TO MAKE AVAILABLE FOR PURCHASE ANY MEDI-
20 CARE SUPPLEMENT CERTIFICATE FORM ISSUED AFTER THE EFFECTIVE DATE
21 OF THIS PART THAT HAS BEEN APPROVED BY THE COMMISSIONER. A MEDI-
22 CARE SUPPLEMENT CERTIFICATE FORM SHALL NOT BE CONSIDERED TO BE
23 AVAILABLE FOR PURCHASE UNLESS THE HEALTH CARE CORPORATION HAS
24 ACTIVELY OFFERED IT FOR SALE IN THE PREVIOUS 12 MONTHS.

25 (6) A HEALTH CARE CORPORATION MAY DISCONTINUE THE AVAILABIL-
26 ITY OF A MEDICARE SUPPLEMENT CERTIFICATE FORM IF THE HEALTH CARE
27 CORPORATION PROVIDES TO THE COMMISSIONER IN WRITING ITS DECISION

1 TO DISCONTINUE AT LEAST 30 DAYS PRIOR TO DISCONTINUING THE
2 AVAILABILITY OF THE FORM OF THE MEDICARE SUPPLEMENT CERTIFICATE.
3 AFTER RECEIPT OF THE NOTICE BY THE COMMISSIONER, THE HEALTH CARE
4 CORPORATION SHALL NO LONGER OFFER FOR SALE THE MEDICARE SUPPLE-
5 MENT CERTIFICATE FORM IN THIS STATE.

6 (7) A HEALTH CARE CORPORATION THAT DISCONTINUES THE AVAIL-
7 ABILITY OF A MEDICARE SUPPLEMENT CERTIFICATE FORM PURSUANT TO
8 SUBSECTION (6) SHALL NOT FILE FOR APPROVAL A NEW MEDICARE SUPPLE-
9 MENT CERTIFICATE FORM OF THE SAME TYPE FOR THE SAME STANDARD
10 MEDICARE SUPPLEMENT BENEFIT PLAN AS THE DISCONTINUED FORM FOR A
11 PERIOD OF 5 YEARS AFTER THE HEALTH CARE CORPORATION PROVIDES
12 NOTICE TO THE COMMISSIONER OF THE DISCONTINUANCE. THE PERIOD OF
13 DISCONTINUANCE MAY BE REDUCED IF THE COMMISSIONER DETERMINES THAT
14 A SHORTER PERIOD IS APPROPRIATE.

15 (8) THE SALE OR OTHER TRANSFER OF MEDICARE SUPPLEMENT BUSI-
16 NESS TO ANOTHER INSURER, HEALTH MAINTENANCE ORGANIZATION, OR
17 HEALTH CARE CORPORATION SHALL BE CONSIDERED A DISCONTINUANCE FOR
18 THE PURPOSES OF THIS SECTION.

19 (9) EACH HEALTH CARE CORPORATION THAT ISSUES MEDICARE SUP-
20 PLEMENT CERTIFICATES FOR DELIVERY IN THIS STATE SHALL COMPLY WITH
21 SECTIONS 1842 AND 1882 OF TITLE XVIII OF THE SOCIAL SECURITY ACT,
22 CHAPTER 531, 49 STAT. 620, 42 U.S.C. 1395u AND 1395ss, AND SHALL
23 CERTIFY THAT COMPLIANCE ON THE MEDICARE SUPPLEMENT EXPERIENCE
24 REPORTING FORM.

25 (10) FOR THE PURPOSES OF THIS SECTION, "TYPE" MEANS A GROUP
26 CERTIFICATE, A NONGROUP CERTIFICATE, A GROUP MEDICARE SELECT
27 CERTIFICATE, OR A NONGROUP MEDICARE SELECT CERTIFICATE.

1 SEC. 499. (1) A HEALTH CARE CORPORATION SHALL DO ALL OF THE
2 FOLLOWING:

3 (A) ACCEPT A NOTICE FROM A MEDICARE CARRIER ON DUALY
4 ASSIGNED CLAIMS SUBMITTED BY PARTICIPATING PHYSICIANS AND SUPPLI-
5 ERS AS A CLAIM FOR BENEFITS IN PLACE OF ANY OTHER CLAIM FORM OTH-
6 ERWISE REQUIRED AND MAKE A PAYMENT DETERMINATION ON THE BASIS OF
7 THE INFORMATION CONTAINED IN THAT NOTICE.

8 (B) NOTIFY THE PARTICIPATING PHYSICIAN OR SUPPLIER AND THE
9 BENEFICIARY OF THE PAYMENT DETERMINATION.

10 (C) PAY THE PARTICIPATING PHYSICIAN OR SUPPLIER DIRECTLY.

11 (D) AT THE TIME OF ENROLLMENT, FURNISH EACH ENROLLEE WITH A
12 CARD LISTING THE CERTIFICATE NAME, NUMBER, AND A CENTRAL MAILING
13 ADDRESS TO WHICH NOTICES FROM A MEDICARE CARRIER MAY BE SENT.

14 (E) PAY USER FEES FOR CLAIM NOTICES THAT ARE TRANSMITTED
15 ELECTRONICALLY OR OTHERWISE.

16 (F) PROVIDE TO THE SECRETARY OF HEALTH AND HUMAN SERVICES,
17 AT LEAST ANNUALLY, A CENTRAL MAILING ADDRESS TO WHICH ALL CLAIMS
18 MAY BE SENT BY MEDICARE CARRIERS.

19 (2) COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN
20 SUBSECTION (1)(A) SHALL BE CERTIFIED ON THE MEDICARE SUPPLEMENT
21 INSURANCE EXPERIENCE REPORTING FORM.

22 SEC. 499A. (1) A PERSON SHALL NOT KNOWINGLY SELL A HEALTH
23 CARE CORPORATION CERTIFICATE TO AN INDIVIDUAL ENTITLED TO BENE-
24 FITS UNDER PART A OR ENROLLED UNDER PART B OF MEDICARE WITH
25 KNOWLEDGE THAT THE CERTIFICATE SUBSTANTIALLY DUPLICATES HEALTH
26 BENEFITS TO WHICH THE INDIVIDUAL IS OTHERWISE ENTITLED, OTHER
27 THAN BENEFITS TO WHICH THE INDIVIDUAL IS ENTITLED UNDER A

1 REQUIREMENT OF STATE OR FEDERAL LAW OTHER THAN MEDICARE. A
2 PERSON WHO VIOLATES THIS SUBSECTION IS GUILTY OF A MISDEMEANOR
3 PUNISHABLE BY IMPRISONMENT FOR NOT MORE THAN 2 YEARS, OR A FINE
4 OF NOT MORE THAN \$10,000.00, OR BOTH. THE COURT MAY ORDER A
5 PERSON CONVICTED UNDER THIS SUBSECTION TO PAY RESTITUTION TO
6 INDIVIDUALS FOR EXPENSES INCURRED AS A RESULT OF VIOLATION OF
7 THIS SUBSECTION. FOR PURPOSES OF THIS SUBSECTION, BENEFITS THAT
8 ARE PAYABLE TO OR ON BEHALF OF AN INDIVIDUAL WITHOUT REGARD TO
9 OTHER HEALTH BENEFIT COVERAGE OF THE INDIVIDUAL SHALL NOT BE CON-
10 sidered AS DUPLICATIVE. THE SELLING OF A GROUP CERTIFICATE OF
11 THE TRUSTEES OF A FUND ESTABLISHED BY 1 OR MORE EMPLOYERS, LABOR
12 ORGANIZATIONS, OR BOTH, FOR EMPLOYEES, FORMER EMPLOYEES, OR BOTH,
13 OR FOR MEMBERS OR FORMER MEMBERS, OR BOTH, OF LABOR ORGANI-
14 ZATIONS, SHALL NOT BE CONSIDERED TO BE A VIOLATION OF THIS
15 SUBSECTION.

16 (2) A PERSON SHALL NOT FALSELY ASSUME OR PRETEND TO BE
17 ACTING OR MISREPRESENT IN ANY WAY THAT HE OR SHE IS ACTING UNDER
18 THE AUTHORITY OF OR IN ASSOCIATION WITH MEDICARE OR ANY STATE OR
19 FEDERAL AGENCY, FOR THE PURPOSE OF SELLING OR ATTEMPTING TO SELL
20 HEALTH COVERAGE OR, IN SUCH A PRETENDED CHARACTER, DEMAND OR
21 OBTAIN MONEY, PAPER, DOCUMENTS, OR ANY THING OF VALUE. A PERSON
22 WHO VIOLATES THIS SUBSECTION IS GUILTY OF A MISDEMEANOR PUNISH-
23 ABLE BY IMPRISONMENT FOR NOT MORE THAN 2 YEARS, OR A FINE OF NOT
24 MORE THAN \$10,000.00, OR BOTH.

25 (3) A PERSON SHALL NOT SOLICIT, OFFER FOR SALE, OR DELIVER A
26 MEDICARE SUPPLEMENT CERTIFICATE IN THIS STATE, UNLESS THE
27 CERTIFICATE HAS BEEN APPROVED BY THE COMMISSIONER. A PERSON WHO

1 VIOLATES THIS SUBSECTION IS GUILTY OF A MISDEMEANOR PUNISHABLE BY
2 IMPRISONMENT FOR NOT MORE THAN 1 YEAR, OR A FINE OF NOT MORE THAN
3 \$5,000.00, OR BOTH.

4 Section 2. Sections 411 to 413a of Act No. 350 of the
5 Public Acts of 1980, being sections 550.1411 to 550.1413a of the
6 Michigan Compiled Laws, are repealed.