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**PLAN DOCUMENT AND  
SUMMARY PLAN DESCRIPTION FOR**

**DATS TRUCKING, INC.  
EMPLOYEE BENEFIT PLAN**

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**December 23, 2002  
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## INTRODUCTION

This document is a description of DATS Trucking, Inc. Employee Welfare Benefit Plan (the Plan). No oral interpretations can change this Plan. The Plan described is designed to protect Plan Participants against certain catastrophic health expenses.

This document is hereby amended to comply with the requirements of federal health care reform. The required provisions shown in the Plan are effective January 1, 2011 and supersede any language in the Plan Document and Summary Plan Description to the contrary. Coverage will be changed or clarified on a continuing basis in order to comply with new regulations or guidance as they are developed, and to comply with other state or federal regulatory interpretations of health care reform requirements.

This group health plan believes this Plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your policy may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to WMI TPA, Inc. at 1-800-748-5340 or 801-263-8000. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). This website has a table summarizing which protections do and do not apply to grandfathered health plans.

Coverage under the Plan will take effect for an eligible Employee and designated Dependents when the Employee and such Dependents satisfy the Waiting Period and all the eligibility requirements of the Plan.

The Employer fully intends to maintain this Plan indefinitely. However, it reserves the right to terminate, suspend, discontinue or amend the Plan at any time and for any reason.

Changes in the Plan may occur in any or all parts of the Plan including benefit coverage, deductibles, maximums, co-payments, exclusions, limitations, definitions, eligibility and the like.

Failure to follow the eligibility or enrollment requirements of this Plan may result in delay of coverage or no coverage at all. Reimbursement from the Plan can be reduced or denied because of certain provisions in the Plan, such as coordination of benefits, subrogation, exclusions, and timeliness of COBRA elections, utilization review or other cost management requirements, lack of Medical Necessity, lack of timely filing of claims or lack of coverage. These provisions are explained in this document.

The Plan will pay benefits only for the expenses incurred while this coverage is in force. No benefits are payable for expenses incurred before coverage began or after coverage terminated, even if the expenses were incurred as a result of an accident, injury or disease that occurred, began, or existed while coverage was in force. An expense for a service or supply is incurred on the date the service or supply is furnished.

No action at law or in equity shall be brought to recover under any section of this Plan until the appeal rights provided have been exercised and the Plan benefits requested in such appeals have been denied in whole or in part. Furthermore, no action of law or in equity shall be brought to recover on the Plan unless such action is brought within three (3) years from the exhaustion of any and all administrative remedies under the Plan. The only proper venue for any such action shall be the state of Utah. Any action must be brought in a court of competent jurisdiction within that state.

If the Plan is terminated, amended, or benefits are eliminated, the rights of Covered Persons are limited to Covered Charges incurred before termination, amendment or elimination.

This document summarizes the Plan rights and benefits for covered employees and their Dependents and is divided into the following parts:

**Eligibility, Funding, Effective Date and Termination.**

Explains eligibility for coverage under the Plan, funding of the Plan and when the coverage takes effect and terminates.

**Schedule of Benefits**

Provides an outline of the Plan reimbursement formulas as well as payment limits on certain services.

**Benefit Descriptions**

Explains when the benefit applies and the types of charges covered.

**Cost Management Services**

Explains the methods used to curb unnecessary and excessive charges.

**This part should be read carefully since each Participant is required to take action to assure that the maximum payment levels under the Plan are paid.**

**Defined Terms**

Defines those Plan terms that have a specific meaning.

**Plan Exclusions**

Shows what charges are **not** covered.

**Claim Provisions**

Explains the rules for filing claims and the claim appeal process.

**Coordination of Benefits**

Shows the Plan payment orders when a person is covered under more than one plan.

**Third Party Recovery Provision**

Explains the Plan's rights to recover payment of charges when a Covered Person has a claim against another person because of injuries sustained.

**COBRA Continuation Options**

Explains when a person's coverage under the Plan ceases and the continuation options which are available.

**ERISA Information**

Explains the Plan's structure and the Participants' rights under the Plan.

## **ELIGIBILITY, FUNDING, EFFECTIVE DATE AND TERMINATION PROVISIONS**

A Plan Participant should contact the Plan Administrator to obtain additional information, free of charge, about Plan coverage of a specific benefit, particular drug, treatment, test or any other aspect of Plan benefits or requirements.

### **ELIGIBILITY**

**Eligible Classes of Employees.** All Active Employees of the Employer.

**Eligibility Requirements for Employee Coverage.** A person is eligible for Employee coverage from the first day that he or she:

1. Is a Full-Time, Active Employee of the Employer. An Employee is considered to be Full-Time if he or she normally works at least 35 hours per week and is on the regular payroll of the Employer for that work.
2. Is in a class eligible for coverage.
3. First of the month following completion of 60 days waiting period as an Active Employee. Convenience store class Employees will be eligible after completing the employment Waiting Period of 60 days as an Active Employee. A "Waiting Period" is the time between the first day of employment and the first day of coverage under the Plan.

**Eligible Classes of Dependents.** A Dependent is any one of the following persons:

1. A covered Employee's Spouse, and children from birth to the limiting age of 26 years. When a child reaches the limiting age, coverage will end on the last day of the child's birthday month.

The term "Spouse" shall mean the person recognized as the covered Employee's husband or wife under the laws of the state where the covered Employee lives. The Plan Administrator may require documentation proving a legal marital relationship.

The term "children" shall include natural children, adopted children, Foster Children or children placed with a covered Employee in anticipation of adoption. Step-children may also be included as long as a natural parent remains married to the Employee and also resides in the Employee's household.

If a covered Employee is the Legal Guardian of a child or children, these children may be enrolled in this Plan as covered Dependents.

The phrase "child placed with a covered Employee in anticipation of adoption" refers to a child whom the Employee intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

Any child of a Plan Participant who is an alternate recipient under a qualified medical child support order shall be considered as having a right to Dependent coverage under this Plan.

A participant of this Plan may obtain, without charge, a copy of the procedures governing qualified medical child support order (QMCSO) determinations from the Plan Administrator.

The phrase “primarily dependent upon” shall mean dependent upon the covered Employee for support and maintenance as defined by the Internal Revenue Code and the covered employee must declare the child as an income tax deduction. The Plan Administrator may require documentation providing dependency, including birth certificates, tax records or initiation of legal proceedings severing parental rights.

2. A covered Dependent child who reaches the limiting age and is Totally Disabled, incapable of self-sustaining employment by reason of mental or physical handicap, primarily dependent upon the covered Employee for support and maintenance and unmarried. The Plan Administrator may require, at reasonable intervals during the two years following the Dependent’s reaching the limiting age, subsequent proof of the child’s Total Disability and dependency.

After such two-year period, the Plan Administrator may require subsequent proof not more than once each year. The Plan Administrator reserves the right to have such Dependent examined by a Physician of the Plan Administrator’s choice, at the Plan’s expense, to determine the existence of such incapacity.

These persons are excluded as Dependents: other individuals living in the covered Employee’s home, but who are not eligible as defined; the legally separated or divorced former Spouse of the Employee; any person who is on active duty in any military service of any country; or any person who is covered under the Plan as an Employee.

If a person covered under this Plan changes status from Employee to Dependent or Dependent to Employee, and the person is covered continuously under this Plan before, during, and after the change in status, credit will be given for deductibles and all amounts applied to maximums.

If both mother and father are Employees, their children will be covered as Dependents of the mother or father, but not of both.

**Eligibility Requirements for Dependent Coverage.** A family member of an Employee will become eligible for Dependent coverage on the first day that the Employee is eligible for Employee coverage and the family member satisfies the requirements for Dependent coverage.

At any time, the Plan may require proof that a Spouse or a child qualifies or continues to qualify as a Dependent as defined by this Plan.

## **FUNDING**

**Cost of the Plan.** The level of any Employee contributions is set by the Plan Administrator. The Plan Administrator reserves the right to change the level of Employee contributions.

Benefits are paid directly from the Plan through the Claims Processor.

The Plan is not to be construed as a contract for or of employment.

## **ENROLLMENT**

### **Enrollment Requirements**

An Employee must enroll for coverage by filling out and signing an enrollment application along with the appropriate payroll deduction authorization. The covered Employee is required to enroll for Dependent coverage also.

### **Enrollment Requirements for Newborn Children**

A newborn child born under a Plan Participant's effective coverage will be added automatically for a period of 31 days upon receipt of claim or notification. If the Plan Participant is covered as a single employee, an enrollment form must be submitted within 31 days of the date of birth to continue newborn coverage past the 31-day period. If the Plan Participant already has dependent coverage, an enrollment form is necessary for the newborn.

Charges for covered nursery care and physician care will be applied toward the Plan of the newborn child. If the newborn child is required to be enrolled and is not enrolled in this Plan on a timely basis, as defined in the section "Timely Enrollment" following this section, there will be no payment from the Plan after the expiration of the 31 days of automatic coverage and the covered parents will be responsible for all costs.

If the newborn child is not enrolled within 31 days of birth, the enrollment will be considered a Late Enrollment.

## **TIMELY OR LATE ENROLLMENT**

1. **Timely Enrollment** – The enrollment will be "timely" if the completed form is received by the Plan Administrator no later than 31 days after the person becomes eligible for the coverage, either initially or under a Special Enrollment Period. In the case of a newborn child who is required to be enrolled, 31 days is given for submission of the enrollment form.

If two Employees (husband and wife) are covered under the Plan and the Employee who is covering the Dependent children terminates coverage, the Dependent coverage may be continued by the other covered Employee with no Waiting Period as long as coverage has been continuous.

2. **Late Enrollment** – An enrollment is "late" if it is not made on a "timely basis" or during a Special Enrollment Period. Late Enrollees and their Dependents who are not eligible to join the Plan during a Special Enrollment Period may join only during open enrollment.

If an individual loses eligibility for coverage as a result of terminating employment or a general suspension of coverage under the Plan, then upon becoming eligible again due to resumption of employment or due to resumption of Plan coverage, only the most recent period of eligibility will be considered for purposes of determining whether the individual is a Late Enrollee.

The time between the date a Late Enrollee first becomes eligible for enrollment under the Plan and the first day of coverage is not treated as a Waiting Period. Coverage begins on January 1<sup>st</sup>.



## **OPEN ENROLLMENT**

Every December, the annual open enrollment period, Employees and their Dependents who are Late Enrollees will be able to enroll in the Plan.

Benefit choices for Late Enrollees made during the open enrollment period will become effective January 1<sup>st</sup>.

Plan Participants will receive detailed information regarding open enrollment from their Employer.

## **SPECIAL ENROLLMENT RIGHTS**

In addition, in the case of a birth, marriage, adoption or placement for adoption, there may be a right to enroll in this Plan. However, a request for enrollment must be made within 31 days after the birth, marriage, adoption or placement for adoption.

## **SPECIAL ENROLLMENT PERIODS**

The Enrollment Date for anyone who enrolls under a Special Enrollment Period is the first date of coverage. Thus, the time between the date a special enrollee first becomes eligible for enrollment under the Plan and the first day of coverage is not treated as a Waiting Period.

1. **Individuals losing other coverage.** An Employee or Dependent who is eligible, but not enrolled in this Plan, may enroll if each of the following conditions is met:
  - a. The Employee or Dependent was covered under a group health plan or had health insurance coverage at the time coverage under this Plan was previously offered to the individual.
  - b. If required by the Plan Administrator, the Employee stated in writing at the time that coverage was offered that the other health coverage was the reason for declining enrollment.
  - c. The coverage of the Employee or Dependent who had lost the coverage was under COBRA and the COBRA coverage was exhausted, or was not under COBRA and either the coverage was terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, death, termination of employment or reduction in the number of hours of employment) or employer contributions towards the coverage were terminated.
  - d. The Employee or Dependent requests enrollment in this Plan not later than 31 days after the exhaustion of COBRA coverage or the termination of coverage or employer contributions, described above, or within 60 days after the date of termination of non-COBRA coverage due to loss of eligibility if the other coverage was Medicaid or SCHIP. Coverage will begin no later than the first day of the first calendar month following the date the completed enrollment form is received.

If the Employee or Dependent lost the other coverage as a result of the individual's failure to pay premiums or required contributions or for cause (such as making a fraudulent claim), that individual does not have a Special Enrollment right.

## 2. **Dependent beneficiaries if:**

- a. The Employee is a participant under this Plan (or has met the Waiting Period applicable to becoming a participant under this Plan and is eligible to be enrolled under this Plan but for a failure to enroll during a previous enrollment period), and
- b. A person becomes a Dependent of the Employee through marriage, birth, adoption or placement for adoption,

Then the Dependent (and if not otherwise enrolled, the Employee) may be enrolled under this Plan as a covered Dependent of the covered Employee. In the case of the birth or adoption of a child, the Spouse of the covered Employee may be enrolled as a Dependent of the covered Employee if the Spouse is otherwise eligible for coverage.

The Dependent Special Enrollment period is a period of 31 days and begins on the date of the marriage, birth, adoption or placement for adoption. To be eligible for this Special Enrollment, the Dependent and/or Employee must request enrollment during this period.

The coverage of the Dependent and/or Employee enrolled in the Special Enrollment Period will be effective:

- a. in the case of marriage, the first day of the first month beginning after the date of the completed request for enrollment is received
- b. in the case of a Dependent's birth, as of the date of birth; or
- c. in the case of a Dependent's adoption or placement for adoption, the date of the adoption or placement for adoption.

## 3. **Individuals becoming eligible for a premium subsidy under Medicaid or SCHIP**

An Employee or Dependent who is eligible, but not enrolled in this Plan, may enroll upon becoming eligible for a premium assistance subsidy under Medicaid or SCHIP. The Employee or Dependent must request enrollment within 60 days after eligibility for the subsidy is determined. Coverage will begin no later than the first day of the first calendar month following the date the completed enrollment form is received.

## **EFFECTIVE DATE**

**Effective Date of Employee Coverage.** An Employee will be covered under this Plan as of the first day of the calendar month following the date that the Employee satisfies all of the following.

1. The Eligibility Requirement
2. The Active Employee Requirement
3. The Enrollment Requirements of the Plan

### **Active Employee Requirement**

An Employee must be an Active Employee (as defined by this Plan) for this coverage to take effect.

**Effective Date of Dependent Coverage.** A Dependent's coverage will take effect on the day that the Eligibility Requirements are met; the Employee is covered under the Plan; and all Enrollment Requirements are met.

## **TERMINATION OF COVERAGE**

**When coverage under this Plan stops, Plan Participants will receive a certificate that will show the period of Creditable Coverage under this Plan. Please contact the Plan Administrator for further details.**

### **When Employee Coverage Terminates**

Employee coverage will terminate on the earliest of these dates (except in certain circumstances, a covered employee may be eligible for COBRA continuation coverage. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled Continuation Coverage Rights under COBRA):

1. The date the Plan is terminated.
2. The last day of the calendar month in which the covered Employee ceases to be in one of the Eligible Classes. This includes death or termination of Active Employment of the covered Employee. (See the COBRA Continuation Options.)
3. An Employee's coverage under this Plan may be immediately terminated if the Employee has performed an act or practice that constitutes fraud, or has made an intentional misrepresentation of material fact under the terms of the coverage. In addition, any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for coverage is guilty of a crime and may be subject to civil fines and criminal penalties.

### **Continuation During Periods of Employer-Certified Disability or Leave of Absence**

A person may remain eligible for a limited time if Active, full-time work ceases due to disability, leave of absence. This continuance will end as follows:

**For disability leave only:** up to twelve (12) weeks that next follow the month in which the person last worked as an Active Employee.

**For leave of absence only:** up to twelve (12) weeks that next follows the month in which the person last worked as an Active Employee.

While continued, coverage will be that which was in force on the last day worked as an Active Employee. However, if benefits reduce for others in the class, they will also reduce for the continued person.

### **Continuation During Family and Medical Leave**

Regardless of the established leave policies mentioned above, this Plan shall at all times comply with the Family and Medical Leave Act of 1993 as promulgated in regulations issued by the Department of Labor.

During any leave taken under the Family and Medical Leave act, the Employer will maintain coverage under this Plan on the same conditions as coverage would have been provided if the covered Employee had been continuously employed during the entire leave period.

If Plan coverage terminates during the FMLA leave, coverage will be reinstated for the Employee and his or her covered Dependents if the Employee returns to work in accordance with the terms of the FMLA leave. Coverage will be reinstated only if the person(s) had coverage under this Plan when the FMLA leave started, and will be reinstated to the same extent that it was in force when that coverage terminated.

### **Rehiring a Terminated Employee**

A terminated Employee who is rehired will be treated as a new hire and be required to satisfy all Eligibility and Enrollment requirements, with the exception of an Employee returning to work directly from COBRA coverage.

### **Employees on Military Leave**

Employees going into or returning from military service may elect to continue Plan coverage as mandated by the Uniformed Services Employment and Reemployment Rights Act (USERRA) under the following circumstances. These rights apply only to Employees and their Dependents covered under the Plan immediately before leaving for military service.

1. The maximum period of coverage of a person under such an election shall be the lesser of:
  - a. The 24 month period beginning on the date on which the person's absence begins; or
  - b. The day after the date on which the person was required to apply for or return to a position of employment and fails to do so.
2. A person who elects to continue health plan coverage may be required to pay up to 102% of the full contribution under the Plan, except a person on active duty for 30 days or less cannot be required to pay more than the Employee's share, if any, for the coverage.
3. An exclusion or Waiting Period may not be imposed in connection with the reinstatement of coverage upon reemployment if one would not have been imposed had coverage not been terminated because of service. However, an exclusion or Waiting Period may be imposed for coverage of any Illness or Injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of uniformed service.

### **When Dependent Coverage Terminates**

A Dependent's coverage will terminate on the earliest of these dates (except in certain circumstances, a covered Dependent may be eligible for COBRA continuation coverage. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled "COBRA Continuation Options");

1. The date the Plan or Dependent coverage under the Plan is terminated.
2. The date that the Employee's coverage under the Plan terminates for any reason including death. (See the "COBRA Continuation Options.")
3. The date a covered Spouse loses coverage due to loss of dependency status. (See the "COBRA Continuation Options.")

4. On the last day of the calendar month that a Dependent child ceases to be a Dependent as defined by the Plan. (See the “COBRA Continuation Options.”)
5. The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.
6. A Dependent’s coverage under this Plan may be immediately terminated if the Dependent has performed an act or practice that constitutes fraud, or has made an intentional misrepresentation of material fact under the terms of the coverage. In addition, any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for coverage is guilty of a crime and may be subject to civil fines and criminal penalties.

## **SCHEDULE OF BENEFITS**

**Verification of Eligibility: 1 – (800) 748-5340**

Call this number to verify eligibility for Plan benefits **before** the charge is incurred.

### **MEDICAL BENEFITS**

All benefits described in this Schedule are subject to the exclusions and limitations described more fully herein including, but not limited to, the Plan Administrator's determination that: care and treatment is Medically Necessary; that charges are Usual and Reasonable; that services, supplies, and care are not Experimental and/or Investigational. The meanings of these capitalized terms are in the "Defined Terms" section of this document.

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**NOTE: The following services must be precertified or reimbursement from the Plan may be reduced.**

**The attending Physician does not have to obtain precertification from the Plan for prescribing a maternity length of stay that is 48 hours or less for a vaginal delivery or 96 hours or less for a cesarean delivery.**

**Hospitalizations  
Substance Abuse/Mental Disorder Treatments (Inpatient)  
Skilled Nursing Facility Stays  
Hospice Care (Inpatient)  
Transplant**

**Please see the "Cost Management" section in this booklet for details.**

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The Plan has entered into an agreement with certain Hospitals, Physicians and other health care providers which are called Network Providers. Because these Network Providers have agreed to charge reduced fees to persons covered under the Plan, the Plan can afford to reimburse a higher percentage of their fees.

Therefore, when a Covered Person uses a Network Provider, that Covered Person will receive a higher payment from the Plan than when a Non-Network Provider is used. It is the Covered Person's choice as to which Provider to use.

Under the following circumstances, the higher In-Network payment will be made for certain Non-Network services:

If a Covered Person has no choice of Network Providers in the specialty that the Covered Person is seeking within 30 miles of the PPO service area, benefits will be paid at the In-Network benefit.

If a Covered Person is out of the PPO service area and has a Medical Emergency requiring immediate care.

If a Covered Person receives Physician or anesthesia services by a Non-Network Provider at an In-Network facility.

If a Covered Person receives Non-Network laboratory services ordered by an In-Network Physician.

For additional information about this option as well as a list of Network Providers, please contact the Plan Administrator.

## **DEDUCTIBLES/CO-PAYMENTS PAYABLE BY PLAN PARTICIPANTS**

Deductibles/Co-payments are dollar amounts that the Covered Person must pay before the Plan pays.

A deductible is an amount of money that is paid once a Calendar Year per Covered Person. Typically, there is one deductible amount per Plan, and it must be paid before any money is paid by the Plan for any Covered Charges. Each January 1<sup>st</sup>, a new deductible amount is required.

A co-payment is the amount of money that is paid each time a particular service is used. Typically, there may be co-payments on some services and other services will not have any co-payments.

**DATS TRUCKING, INC.**  
**SCHEDULE OF MEDICAL BENEFITS TABLE**

January 1, 2014

<p><b>“Essential Benefits” means: 1) Ambulatory patient services; 2) Emergency services; 3) Hospitalization; 4) Maternity and newborn care; 5) Mental health and substance abuse, including behavioral health treatment; 6) Prescription drugs; 7) Rehabilitative services; 8) Laboratory services; 9) Preventive and wellness services and chronic disease management; 10) Pediatric services, including oral and vision care. If benefits defined as “essential” are already covered as part of this grandfathered plan, they must be covered without dollar limits in-network and out-of-network. Any other benefit-specific dollar limits referenced in the Plan pertain only to those health care services and supplies that are not essential benefits.</b></p>		
<p>Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total, which may be split between Network and Non-Network providers.</p>		
<p><b>DEDUCTIBLE, PER CALENDAR YEAR:</b> All applicable In-Network monies paid by the Plan Participant toward the deductible will be combined with Non-Network monies paid for the purpose of determining whether the Non-Network deductible has been met.</p>		
<p>The Calendar Year deductible is waived for the following Covered charges: Accident</p>		
<b>CALENDAR YEAR DEDUCTIBLE</b>	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
<b>Per Covered Person</b>	\$345	\$345
<b>Per Family Unit</b>	\$1,035	\$1,035
<p><b>MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR:</b> All applicable In-Network coinsurance monies paid by the Plan Participant will be combined with Non-Network coinsurance monies paid for the purpose of determining whether the Non-Network out-of-pocket maximum has been met.</p>		
<b>CALENDAR YEAR MAXIMUM OUT-OF-POCKET AMOUNT</b>	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
<b>Per Covered Person</b>	\$2,800	\$2,800
<b>Per Family Unit</b>	\$5,600	\$5,600
<p>The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.</p>		
<p><b>The following charges do not apply toward the out-of-pocket maximum and are never paid at 100%:</b> Cost containment penalties, jaw joint/TMJ charges, back and spine manipulations and modalities, and prescription charges.</p>		
<p><b>Supplementary Accident Charge Benefits</b>  Maximum benefit per accident: First \$300, payable at 100%, deductible waived.</p>		
<b>CO-PAYMENTS</b> (does not apply to deductible)	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
Physician Visits	\$30; 100% after co-pay	Not applicable; 60% after deductible



<b>COVERED CHARGES</b>	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
<b>Hospital Services</b>		
- <b>Room and Board</b>	80% after deductible, the semiprivate room rate	60% after deductible, the semiprivate room rate
- <b>Intensive Care Unit</b>	80% after deductible, Hospital ICU Charge	60% after deductible, Hospital ICU Charge
- <b>Cardiac Rehabilitation</b>	80%	60%
- <b>Skilled Nursing Facility</b>	80% after deductible, one-half the facility's average semiprivate room/board rate within 10 days of a one-day Hospital stay; 60 days Calendar Year Maximum	60% after deductible, one-half the facility's average semiprivate room/board rate within 10 days of a one-day Hospital stay; 60 days Calendar Year Maximum
<b>Ancillary Charges</b>	80% after deductible	60% after deductible
<b>Physician Services</b>		
- <b>Inpatient visits</b>	80% after deductible	60% after deductible
- <b>Office visits</b>	100% after co-payment	60% after deductible
- <b>Surgery</b>	80% after deductible	60% after deductible
<b>Home Health Care</b>	80% after deductible, 90 days Calendar Year maximum	60% after deductible, 90 days Calendar Year maximum
<b>Hospice Care</b>	80% after deductible	60% after deductible
<b>Ambulance Service</b>	80% after deductible	80% after deductible
<b>Jaw Joint/TMJ (surgery only)</b>	50% after deductible	50% after deductible
<b>Occupational Therapy</b> (See "Defined Terms" for definition of this benefit)	80% after deductible	60% after deductible
<b>Speech Therapy</b> (See "Exclusions" for further benefit explanation)	80% after deductible	60% after deductible
<b>Physical Therapy</b>	80% after deductible	60% after deductible
<b>Durable Medical Equipment</b> (Not to exceed purchase price)	80% after deductible	60% after deductible
<b>Prosthetics</b>	80% after deductible	60% after deductible
<b>Orthotics</b>	80% after deductible	60% after deductible
<b>Back and Spinal Manipulation &amp; Modalities</b>	50% after deductible \$1,000 Calendar Year maximum	50% after deductible \$1,000 Calendar Year maximum
<b>Mental Disorders</b>		
- <b>Inpatient</b>	80% after deductible	60% after deductible
- <b>Outpatient</b>	80% after deductible	60% after deductible
<b>Substance Abuse</b>		
- <b>Inpatient</b>	80% after deductible	60% after deductible
- <b>Outpatient</b>	80% after deductible	60% after deductible
- <b>Smoking Cessation</b> (Charges for programs, treatment, and/or counseling. See also "Prescription Drug Benefits.")	100%	100%

<b>COVERED CHARGES</b>	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
<b>Preventive Care</b>		
<b>- Routine Well Adult Care</b>	100% after co-payment	60% after deductible
Includes: office visits, gynecological exam, mammogram, prostate screening, routine physical examination, laboratory blood tests and immunizations/flu shots. Frequency limits for mammogram: Ages 40 and over – annually. Frequency limits for prostate exam: Age 50 and over – annually.		
<b>- Routine Well Newborn Care</b>	100% after co-payment	60% after deductible
<b>- Routine Well Child Care</b>	100% after co-payment	60% after deductible
Includes: office visits, routine physical examination, laboratory tests and immunizations/flu shots through age 19. Calendar Year Limits for Routine Well Child Care: - First year – Four visits - Second Year – Two visits - Age 3-18 – One visit per year		
<b>Colonoscopy</b> (Subject to the American Cancer Society Guidelines)	80% after deductible	60% after deductible
Colonoscopy Guidelines: Once every ten years beginning at age 50. Once every five years if colorectal cancer or adenomatous polyps were present in any first-degree relative before age 60 or in two or more first-degree relatives at any age. As frequently as is determined to be Medically Necessary for follow-up colonoscopies due to the presence of colorectal cancer or adenomatous polyps.		
<b>Organ Transplants</b> (second opinion required)		
<b>Category I</b>	80% after deductible	60% after deductible
<b>Category II</b>	80% after deductible	60% after deductible
<b>Pregnancy</b> (Dependent daughters are not covered)	80% after deductible	60% after deductible

**DATS TRUCKING, INC.**  
**PRESCRIPTION DRUG BENEFIT TABLE**

January 1, 2014

<b>CALENDAR YEAR DEDUCTIBLE</b> (applies to brand drugs only) - \$75 per member per year	
<b>PHARMACY AND MAIL ORDER OPTIONS</b>	
<b>GENERIC DRUGS</b>	
Co-payment	\$10 co-pay or 20%, whichever is greater
<b>BRAND NAME DRUGS</b>	
Co-payment	\$20 co-pay or 30%, whichever is greater
<b>PER PRESCRIPTION MAXIMUM</b>	Pharmacy: 30 day supply or 100-unit dose Mail order: 90 day supply or 300-unit dose
<b>DRUGS PURCHASED OUTSIDE THE PRESCRIPTION DRUG CARD PLAN</b>	
<p>Drugs that are available or purchased through a retail pharmacy but that are not purchased through the Prescription Drug Card Plan will be paid in accordance with the Prescription Drug Card Plan Benefit and not as a major medical expense. They will also be limited to the maximum allowable cost, less any available discounts, that would have been available had the drugs been purchased through the Prescription Drug Card Plan.</p> <p>Specialty and biotech medications that are considered to be self-injectable (such as, but not limited to, Avonex, Betaseron, Enbrel, Fuzeon, Imitrex, Humira, Intron, and Rebif) will be paid under the Prescription Drug Benefit even if they are administered by a Provider.</p>	

**DATS TRUCKING, INC.  
DENTAL BENEFITS TABLE**

January 1, 2014

<b>CALENDAR YEAR DEDUCTIBLE, PER PERSON: ..... \$50.00</b>	
The deductible applies to these Classes of Service:	
Restorative, Endodontic, and Periodontic Services Prosthodontic Services	
<b>DENTAL PERCENTAGE PAYABLE:</b>	
Diagnostic and Preventive Services	100%
Restorative, Endodontic, Periodontic	80%
Prosthodontic	50%
<b>MAXIMUM BENEFIT AMOUNT PER PERSON PER CALENDAR YEAR (Only applies for age 19 or older)</b>	<b>\$1,200</b>

<b>ORTHODONTIC SERVICES</b> (no coverage during the first year) Deductible \$100 per Person	Plan Pays 50% Lifetime Orthodontic Maximum \$1,000
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## **DATS TRUCKING, INC. SUPPLEMENTARY ACCIDENT CHARGE BENEFITS**

This benefit applies when an accident charge is incurred for care and treatment of a Covered Person's Injury and:

1. The Injury is sustained while the person is covered for these benefits; and
2. The charge is for a service delivered within 48 hours of the date of the accident; and
3. To the extent that the charge is not payable under any other benefits under the Plan (other than Medical Benefits).

### **BENEFIT PAYMENT**

Benefits will be paid as described in the Schedule of Benefits Table.

### **ACCIDENT CHARGE**

An accident charge is a Usual and Reasonable Charge incurred for the following:

1. Physician services.
2. Hospital care and treatment.
3. Diagnostic X-rays and lab tests.
4. Local professional ambulance service.
5. Surgical dressing, splints and casts and other devices used in the reduction of fractures and dislocations.
6. Nursing service.
7. Anesthesia.
8. Covered Prescription Drugs.
9. Use of a Physician's office or clinic operating room.

## MEDICAL BENEFITS

Medical Benefits apply when Covered Charges are incurred by a Covered Person for care of an Injury or Sickness and while the person is covered for these benefits under the Plan.

### DEDUCTIBLE

**Deductible Amount.** This is an amount of Covered Charges for which no benefits will be paid. Before benefits can be paid in a Calendar Year a Covered Person must meet the deductible shown in the Schedule of Benefits.

**Family Unit Limit.** When the maximum amount shown in the Schedule of Benefits has been incurred by members of a Family Unit toward their Calendar Year deductibles, the deductibles of all members of that Family Unit will be considered satisfied for that year.

### BENEFIT PAYMENT

Each Calendar Year, benefits will be paid for the Covered Charges of a Covered Person that are in excess of the deductible and any co-payments. Payment will be made at the rate shown under reimbursement rate in the Schedule of Benefits. No benefits will be paid in excess of the Maximum Benefit Amount or any listed limit of the Plan.

### OUT-OF-POCKET LIMIT

Covered Charges are payable at the percentages shown each Calendar Year until the out-of-pocket limit shown in the Schedule of Benefits is reached. Then, Covered Charges incurred by a Covered Person will be payable at 100% (except for the charges excluded) for the rest of the Calendar Year.

When a Family Unit reaches the out-of-pocket limit, Covered Charges for that Family Unit will be payable at 100% (except for the charges excluded) for the rest of the Calendar Year.

### COVERED CHARGES

Covered Charges are the Usual and Reasonable Charges that are incurred for the following items of service and supply. These charges are subject to the benefit limits, exclusions and other provisions of this Plan. A charge is incurred on the date that the service or supply is performed or furnished.

1. **Hospital Care.** The medical services and supplies furnished by a Hospital or Ambulatory Surgical Center or a Birthing Center. Covered charges for room and board will be payable as shown in the Schedule of Benefits. After 23 observation hours, a confinement will be considered an inpatient confinement.

Room charges made by a Hospital having only private rooms will be paid at 80% of the average private room rate.

Charges for an Intensive Care Unit stay are payable as described in the Schedule of Benefits.

**Inpatient Hospital Services.** The medical necessity of the length of stay of all Hospital confinements must be Pre-certified. Pre-certification is recommended for Urgent Care but is **not** required. Once the care is no longer Urgent Care, the Pre-certification

requirements will apply. The company that must be contacted for Pre-certification is shown on the insurance card. They must be contacted before all Hospital admissions that are not emergencies. Emergency admissions must be reported within twenty-four (24) hours of the admission (or on the next business day if the admission occurs on a weekend or holiday). Failure to comply will reduce all benefits for the Hospital confinement by 10%. **Pre-certification does not guarantee that payment will be made nor does it determine that benefits are eligible.** If an insured receives an adverse Pre-certification determination in which benefits are denied in whole or in part, he may contact the company to request a review. The review will be conducted in accordance with the provisions as established by applicable law.

- a. Hospital Daily Rate (other than Intensive Care Unit). The Plan covers the daily Hospital room rate to the extent that the charge does not exceed the Hospital's most common charge for the standard semiprivate room accommodations. The Plan limits Hospital stays to a maximum duration of three hundred sixty-five (365) days per disability.
  - b. Hospital Services. The Plan covers all necessary Hospital supplies and services for three hundred sixty-five (365) days per disability. Room charges are covered as a separate expense.
  - c. Hospital Intensive Care Unit. Covered Expenses that are incurred in a Hospital Intensive Care Unit are covered up to a maximum of one hundred eight (180) days per disability.
  - d. Mental Illness. Eligible expenses for the treatment of Mental Illness are paid as set forth in the Schedule of Benefits.
  - e. Alcohol or Substance Abuse. Alcohol and Substance Abuse is paid as set forth in the Schedule of Benefits.
  - f. Extended Care Facility/Rehabilitation Care Facility. The eligible amount for the daily room charge incurred at an Extended Care or Rehabilitation Care Facility is limited to 50% of the most common daily semiprivate room charge at the Hospital in which the insured was confined immediately prior to entering the facility. All other covered expenses will be paid in accordance with the policy guidelines. The benefit is limited to a maximum of sixty (60) days in any one Calendar Year. Custodial care is not considered to be Extended Care or Rehabilitation Care and is ineligible for benefits.
2. **Coverage of Pregnancy.** The Usual and Reasonable Charge for the care and treatment of Pregnancy are covered the same as any other Sickness for a covered Employee or covered Spouse.

Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

There is no coverage of Pregnancy for a Dependent child.

3. **Skilled Nursing Facility Care.** The room and board and nursing care furnished by a Skilled Nursing Facility will be payable if and when:
  - a. the patient is confined as a bed patient in the facility; and
  - b. the confinement starts within 10 days of a Hospital confinement of at least one day;
  - c. the attending Physician certifies that the confinement is needed for further care of the condition that caused the Hospital confinement; and
  - d. the attending Physician completes a treatment plan which includes a diagnosis, the proposed course of treatment, and the projected date of discharge from the Skilled Nursing Facility.
4. **Physician Care.** The professional services of a Physician for surgical or medical services.

Charges for **multiple surgical procedures** will be a Covered Charge subject to the following provisions:

- a. The Plan covers one surgical assistant per surgery if Medically Necessary, and payment is limited to 20% of the amount allowable under the primary surgeon's charges.
  - b. Multiple or Bilateral Surgical Procedures: When multiple or bilateral surgical procedures which add significant time or complexity to patient care are performed at the same operative session through the same incision, the available Benefits shall be the value of the major procedure plus 50% of the value of the lesser procedure. When multiple procedures are performed through separate incisions or in separate sites, the available Benefit shall be the value of the major procedure plus 75% of the lesser procedure. Incidental procedures such as an incidental appendectomy, incidental scar excision, puncture of ovarian cysts, and simple lysis of adhesions, are covered under the principal amount payable and no additional Benefit is available.
5. **Private Duty Nursing Care.** The private duty nursing care by a licensed nurse (R.N., L.P.N. or L.V.N.). Covered Charges for this service will be included to this extent:
    - a. **Inpatient Nursing Care.** Charges are covered only when care is Medically Necessary or not Custodial in nature and the Hospital's Intensive Care Unit is filled or the Hospital has no Intensive Care Unit.
    - b. **Outpatient Nursing Care.** Outpatient private duty nursing care is not covered.
  6. **Home Health Care Services and Supplies.** Charges for home health care services and supplies are covered only for care and treatment of an Injury or Sickness when Hospital or Skilled Nursing Facility confinement would otherwise be required. The diagnosis, care and treatment must be certified by the attending Physician and be contained in a Home Health Care Plan.

Benefit payment for nursing, home health aide and therapy services is subject to the Home Health Care limit shown in the Schedule of Benefits.



A home health care visit will be considered a periodic visit by either a nurse or therapist, as the case may be, or four hours of home health aide service.

7. **Hospice Care Services and Supplies.** Charges for hospice care services and supplies are covered only when the attending Physician has diagnosed the Covered Person's condition as being terminal, determined that the person is not expected to live more than six months and placed the person under a Hospice Care Plan.

Covered Charges for Hospice Care Services and Supplies are payable as described in the Schedule of Benefits.

8. **Other Medical Services and Supplies.** These services and supplies not otherwise included in the items above are covered as follows:
- a. Local Medically Necessary professional land or air **ambulance** service. A charge for this item will be a Covered Charge only if the service is to the nearest Hospital or Skilled Nursing Facility where necessary treatment can be provided unless the Plan Administrator finds a longer trip was Medically Necessary.
  - b. **Anesthetic**; oxygen; blood and blood derivatives that are not donated or replaced; intravenous injections and solutions. Administration of these items is included.
  - c. **Back and spine manipulations and modalities** by a licensed M.D., D.O., D.C., or R.P.T. **50%** of treatment charges subject to a Maximum Benefit payment of **\$1,000** per Calendar Year. There is no 100% benefit at any time, nor is this benefit increased after the satisfaction of the Out-of-Pocket amounts. The maximum benefit limitation for visits does not apply for treatment rendered within six (6) months of spinal surgery.
  - d. **Cardiac rehabilitation** as deemed Medically Necessary provided services are rendered (i) under the supervision of a Physician; (ii) in connection with a myocardial infarction, coronary occlusion, or coronary bypass surgery; (iii) initiated within 12 weeks after other treatment for the medical condition ends; and (iv) in a Medical Care Facility as defined by this Plan.
  - e. Radiation or **chemotherapy** and treatment with radioactive substances. The materials and services of technicians are included.
  - f. Initial **contact lenses** or glasses required following cataract surgery.
  - g. **Diabetes.** Benefits for the Medically Necessary treatment and management of diabetes, as follows:
    - i. blood glucose monitors, including commercially available blood glucose monitors designed for patients use and for persons who have been diagnosed with diabetes;
    - ii. blood glucose monitors for the legally blind, which includes commercially available blood glucose monitors designed for patient use with adaptive devices and for persons who are legally blind and have been diagnosed with diabetes;
    - iii. test strips for glucose monitors, which include test strips whose performance achieved clearance by the FDA for marketing;

- iv. visual reading and urine testing strips, which includes visual reading strips for glucose, urine testing strips for ketones, or urine test strips for both glucose and ketones;
  - v. lancet devices and lancets for monitoring glycemic control;
  - vi. insulin, which includes commercially available insulin preparations, including insulin analog preparations available in either vial or cartridge;
  - vii. injection aids, including those adaptable to meet the needs of the legally blind, to assist with insulin injection;
  - viii. syringes, which includes insulin syringes, pen-like insulin injection devices, pen needles for pen-like insulin devices, and other disposable parts required for insulin injection aids;
  - ix. insulin pumps, which includes insulin infusion pumps;
  - x. medical supplies for use with insulin pumps and insulin infusion pumps to include infusion sets, cartridges, syringes, skin preparation, batteries and other disposable supplies needed to maintain insulin pump therapy;
  - xi. medical supplies for use with insulin pumps and insulin infusion pumps to include durable and disposable devices to assist with the injection of insulin and infusion sets;
  - xii. prescription oral agents of each class approved by the FDA for treatment of diabetes; and a variety of drugs, when available, within each class;
  - xiii. glucagon kits; and
  - xiv. diabetes self-management training and patient management, including medical nutrition therapy, when deemed Medically Necessary and prescribed by an attending Physician.
- h. Rental of **durable medical or surgical equipment** if deemed Medically Necessary. These items may be bought rather than rented with the cost not to exceed the fair market value of the equipment at the time of purchase, but only if agreed to in advance by the Plan Administrator.
  - i. **Implantable hardware.** The maximum allowable amount for implantable hardware (e.g., artificial joints, screws, bone plates, spinal rods) is limited to the invoice cost, plus 50%. An invoice showing the actual cost of the implant must be submitted with the claim.
  - j. Medically Necessary services for care and treatment of **jaw joint conditions, including Temporomandibular Joint syndrome (TMJ).**
  - k. **Laboratory studies.**
  - l. Treatment of **Mental Disorders and Substance Abuse.** Covered Charges for care, supplies and treatment of Mental Disorders and Substance Abuse will be limited as follows:

All treatment is subject to the benefit payment maximums shown in the Schedule of Benefits.

Physician's visits are limited to one treatment per day.

Psychiatrists (M.D.), psychologists (Ph.D.), counselors (Ph.D.)

- m. Injury to or care of **mouth, teeth, and gums**. Charges for Injury to or care of the mouth, teeth, gums and alveolar processes will be Covered Charges under Medical Benefits only if that care is for the following oral surgical procedures:

Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth.

Emergency repair due to Injury to sound natural teeth.

Surgery needed to correct accidental injuries to the jaws, cheeks, lips, tongue, floor and roof of the mouth.

Excision of benign bony growths of the jaw and hard palate.

External incision and drainage of cellulitis.

Incision of sensory sinuses, salivary glands or ducts.

Reduction of dislocations and excision of Temporomandibular joints (TMJs).

No charge will be covered under Medical Benefits for dental and oral surgical procedures involving orthodontic care of the teeth, periodontal disease and preparing the mouth for the fitting of or continued use of dentures.

- n. **Occupational therapy** by a licensed occupational therapist. Therapy must be ordered by a Physician, result from an Injury or Sickness and improve a body function. Covered expenses do not include recreational programs, maintenance therapy or supplies used in occupational therapy.
- o. **Organ Transplants and Implants:**

Benefit: Organ Transplants, Implants, and Joint Implants are covered as set forth in the Schedule of Benefits. All such services must be pre-authorized by the Company in writing. All transplants or implants require a second opinion (and a third opinion, if deemed necessary by the Company). If the required opinion(s) are not obtained, all Hospital, Physician, and other Benefit payments will be reduced by 10%. The following organs and body parts are eligible for transplant or implant:

- i. Category I – Heart, arteries, veins, intra-ocular lenses, corneas, kidneys, skin, tissues, and all joints of the body.

Category I implants and transplants as defined in the Policy are subject to the General Limitations and Exclusions applicable to Major Medical Expense Benefits. Category I implants and transplants must be pre-authorized by the Company in writing. Pre-authorized Category I implants and transplants are paid at 80%.

- ii. Category II – Heart/lung combined, liver, lung (single or double), pancreas, and bone marrow, stem cell rescue, stem cell recovery, any and all other procedures involving bone marrow or bone marrow components as an adjunct to high dose chemotherapy, including services related to any evaluation, treatment, or therapy involving the use of myeloablative chemotherapy with autologous hematopoietic stem cell and/or colony stimulating factor support (MC-AHSC/CSF).

Category II implants and transplants must be pre-authorized by the Company in writing, and require a consistent second opinion (and third opinion, if requested by the Company). This includes payment for all transplant related costs including, but not limited to, all hospital, surgical, and medical expenses for an eligible transplant or implant.

A period of eighteen (18) months must transpire before a benefit shall be allowed for a different eligible Category II organ transplant or implant.

For the purpose of Category II benefits, the following terms are defined as follows:

- (1) “Myeloablative Chemotherapy” means a dose of chemotherapy which is expected to destroy the bone marrow.
- (2) “Autologous Hematopoietic Stem Cell” means an infusion of primitive cells capable of replication and differentiation into mature blood cells which are harvested from the Insured’s blood stream or bone marrow prior to the administration of the myeloablative chemotherapy;
- (3) “Colony Stimulating Factor” means a substance which increases the reproduction, differentiation, and maturation of blood cellular components.

All organs for Category I and Category II transplants must be natural body organs. No benefits are available for artificial organs or any mechanical-electronic organs of any type other than intra-ocular lens implants and artificial joint implants.

Exclusions: Organs and body parts not specifically listed in Category I and Category II, including but not limited to intestines, are ineligible for transplant or implant.

- p. The initial purchase, fitting and repair of **orthotic appliances** such as braces, splints or other appliances which are required for support for an injured or deformed part of the body as a result of a disabling congenital condition or an Injury or Sickness. Shoe inserts are excluded.
- q. **Physical therapy** prescribed by an M.D. The therapy must be in accord with a Physician’s exact orders as to type, frequency and duration, and to improve a body function. Back therapy is subject to Chiropractic limitations.
- r. **Prescription** Drugs (as defined).
- s. Routine **Preventive Care**. Covered Charges under Medical Benefits are payable for routine Preventive Care as described in the Schedule of Benefits.

**Charges for Routine Well Adult Care.** Routine well adult care is care by a Physician that is not for an Injury or Sickness.

**Charges for Routine Well Child Care.** Routine well child care is routine care by a Physician that is not for an Injury or Sickness.

- t. The initial purchase, fitting and repair of fitted **prosthetic devices** which replace body parts.
- u. **Reconstructive Surgery.** Correction of abnormal congenital conditions and reconstructive mammoplasties will be considered Covered Charges.

This mammoplasty coverage will include reimbursement for:

- i. reconstruction of the breast on which a mastectomy has been performed.
- ii. surgery and reconstruction of the other breast to produce a symmetrical appearance, and
- iii. coverage of prostheses and physical complications during all stages of mastectomy, including lymphedemas. Limited to the cost of two (2) prostheses per Lifetime.

In a manner determined in consultation with the attending Physician and the patient.

- v. The care and treatment or counseling for **smoking/tobacco cessation** programs. Charges are subject to the limits as described in the Schedule of Benefits.
- w. **Speech therapy** by a licensed speech therapist. Therapy must be ordered by a Physician and follow either: (i) surgery for correction of a congenital condition of the oral cavity, throat, or nasal complex (other than a frenectomy) of a person; (ii) an Injury; or (iii) a Sickness that is other than a learning or Mental Disorder.
- x. **Sterilization** procedures are covered after 90 days of continuous coverage.
- y. **Surgical dressings**, splints, casts and other devices used in the reduction of fractures and dislocations.
- z. Coverage of **Well Newborn Nursery/Physician Care.**

**Charges for Routine Nursery Care.** Routine well newborn nursery care is care while the newborn is Hospital-confined after birth and includes room, board, and other normal care for which a Hospital makes a charge.

This coverage is only provided if a parent is a Covered Person who was covered under the Plan at the time of the birth and the newborn child is an eligible Dependent and is neither injured nor ill.

The benefit is limited to Usual and Reasonable Charges for nursery care for the number of Hospital days approved for the mother while the newborn child is Hospital confined as a result of the child's birth.

Charges for covered routine nursery care will be applied toward the Plan of the newborn child.

Group health plans generally may not, under Federal Law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours applicable). In any case, plans and issuers may not under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

**Charges for Routine Physician Care.** The benefit is limited to the Usual and Reasonable Charges made by a Physician for routine pediatric care for the number of Hospital days approved for the mother while the newborn child is Hospital confined.

Charges for covered routine Physician care will be applied toward the Plan of the newborn child.

- aa. Diagnostic **X-rays** and mammograms.

# **COST MANAGEMENT SERVICES**

## **COST MANAGEMENT SERVICE PHONE NUMBER**

Please refer to the Employee ID card for the Cost Management Services phone number.

The patient or family member must call this number to receive certification of certain Cost Management Services. This call must be made at least 24 hours in advance of services being rendered or within 48 hours after an emergency.

**Any reduced reimbursement due to failure to follow cost management procedures will not accrue toward the 100% maximum out-of-pocket payment.**

## **UTILIZATION REVIEW**

Utilization review is a program designed to help insure that all Covered Persons receive necessary and appropriate health care while avoiding unnecessary expenses.

The program consists of:

- Precertification of the Medical Necessity for the following non-emergency services before Medical and/or Surgical services are provided:  
Hospitalizations  
Substance Abuse/Mental Disorder treatments (Inpatient)  
Skilled Nursing Facility stays  
Hospice Care (Inpatient)  
Transplant
- Retrospective review of the Medical Necessity of the listed services provided on an emergency basis;
- Concurrent review, based on the admitting diagnosis, of the listed services requested by the attending Physician; and
- Certification of services and planning for discharge from a Medical Care Facility or cessation of medical treatment

The purpose of the program is to determine what is payable by the Plan. This program is not designed to be the practice of medicine or to be a substitute for the medical judgment of the attending Physician or other health care provider.

If a particular course of treatment or medical service is not certified, it means that the Plan will not consider that course of treatment as appropriate for the maximum reimbursement under the Plan.

The attending Physician does not have to obtain precertification from the Plan for prescribing a maternity length of stay that is 48 hours or less for a vaginal delivery or 96 hours or less for a cesarean delivery.

In order to maximize Plan reimbursements, please read the following provisions carefully.

**Here's how the program works.**

## PRECERTIFICATION

Before a Covered Person enters a Medical Care Facility on a non-emergency basis or receives other listed medical services, the utilization review administrator will, in conjunction with the attending Physician, certify the care as appropriate for Plan reimbursement. A non-emergency stay in a Medical Care Facility is one that can be scheduled in advance.

The utilization review program is set in motion by a telephone call from the Covered Person. Contact the utilization review administrator at the telephone number on your ID card **at least 24 hours before** services are scheduled to be rendered with the following information:

- The name of the patient and relationship to the covered Employee
- The name, Social Security number and address of the covered Employee
- The name of the Employer
- The name and telephone number of the attending Physician
- The name of the Medical Care Facility, proposed date of admission, and proposed length of stay
- The diagnosis and/or type of surgery
- The proposed rendering of listed medical services

If there is an **emergency** admission to the Medical Care Facility, the patient, patient's family member, Medical Care Facility or attending Physician must contact the utilization review administrator **within 48 hours** of the first business day after the admission.

The utilization review administrator will determine the number of days of Medical Care Facility confinement or use of other listed medical services authorized for payment. **Failure to follow this procedure may reduce reimbursement received from the Plan.**

If the Covered Person does not receive authorization as explained in this section, the benefit payment will be reduced by 10%.

**Concurrent review, discharge planning.** Concurrent review of a course of treatment and discharge planning from a Medical Care Facility are parts of the utilization review program. The utilization review administrator will monitor the Covered Person's Medical Care Facility stay or use of other medical services and coordinate with the attending Physician, Medical Care Facilities and Covered Person either the scheduled release, or an extension of the Medical Care Facility stay, or extension or cessation of the use of other medical services.

If the attending Physician feels that it is Medically Necessary for a Covered Person to receive additional services or to stay in the Medical Care Facility for a greater length of time than has been precertified, the attending Physician must request the additional services or days.

## CASE MANAGEMENT

Case Management is a program whereby a case manager monitors patients and explores, discusses and recommends coordinated and/or alternate types of appropriate Medically Necessary care. The case manager consults with the patient, the family and the attending Physician in order to develop a plan of care for approval by the patient's attending Physician and the patient. This plan of care may include some or all of the following:

- personal support to the patient;
- contacting the family to offer assistance and support;
- monitoring Hospital or Skilled Nursing Facility;



- determining alternative care options; and
- assisting in obtaining any necessary equipment and services.

Case Management occurs when this alternate benefit will be beneficial to both the patient and the Plan.

The case manager will coordinate and implement the Case Management program by providing guidance and information on available resources and suggesting the most appropriate treatment plan. The Plan Administrator, attending Physician, patient and patient's family must all agree to the alternate treatment plan.

Once agreement has been reached, the Plan Administrator will direct the Plan to reimburse for Medically Necessary expenses as stated in the treatment plan, even if these expenses normally would not be paid by the Plan.

**Note: Case Management is a voluntary service. There are no reductions of benefits or penalties if the patient and family choose not to participate.**

**Each treatment plan is individually tailored to a specific patient and should not be seen as appropriate or recommended for any other patient, even one with the same diagnosis.**

## DEFINED TERMS

The following terms have special meanings and when used in this Plan will be capitalized.

**Active Employee** is an Employee who is on the regular payroll of the Employer and who has begun to perform the duties of his or her job with the employer on a full-time basis.

**Ambulatory Surgical Center** is a licensed facility that is used mainly for performing outpatient surgery, has a staff of Physicians, has continuous Physician and nursing care by registered nurses (R.N.s) and does not provide or overnight stays.

**Birthing Center** means any freestanding health facility, place, professional office or institution which is not a Hospital or in a Hospital, where births occur in a home-like atmosphere. This facility must be licensed and operated in accordance with the laws pertaining to Birthing Centers in the jurisdiction where the facility is located.

The Birthing Center must provide facilities for obstetrical delivery and short-term recovery after delivery; provide care under the full-time supervision of a Physician and either a registered nurse (R.N.) or a licensed nurse-midwife; and have a written agreement with a Hospital in the same locality for immediate acceptance of patients who develop complications or require pre- or post-delivery confinement.

**Brand Name** means a trade name medication.

**Calendar Year** means January 1<sup>st</sup> through December 31<sup>st</sup> of the same year.

**Chemical Dependency Treatment Center** means a treatment facility that is licensed by the state and that provides Inpatient and Outpatient services as part of an approved treatment program.

**COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**Cosmetic or Cosmetic Surgery** means any surgical procedure performed to improve appearance or to correct a deformity without restoring a physical bodily function. Psychological factors, such as poor body image and difficult peer relations, do not constitute a bodily function, nor do they establish medical necessity.

**Covered Person** is an Employee or Dependent who is covered under this Plan.

**Custodial Care** is care (including Room and Board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities and can, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of Custodial Care are help in walking and getting out of bed; assistance in bathing, dressing, feeding; or supervision over medication which could normally be self-administered.

**Durable Medical Equipment** means equipment which (a) can withstand repeated use, (b) is primarily and customarily used to serve a medical purpose, (c) generally is not useful to a person in the absence of an Illness or Injury and (d) is appropriate for use in the home.

**Employee** means a person who is an Active, regular Employee of the Employer, regularly scheduled to work for the Employer in an Employee/Employer relationship.

**Employer** is DATS Trucking, Inc.

**Enrollment Date** is the first day of coverage or, if there is a Waiting Period, the first day of the Waiting Period.

**ERISA** is the Employee Retirement Income Security Act of 1974, as amended.

**Experimental and/or Investigational** means services, supplies, care and treatment which do not constitute accepted medical practice properly within the range of appropriate medical practice under the standards of the case and by the standards of a reasonably substantial, qualified, responsible, relevant segment of the medical community or government oversight agencies at the time services were rendered.

The Plan Administrator must make an independent evaluation of the experimental/nonexperimental standings of specific technologies. The Plan Administrator shall be guided by a reasonable interpretation of Plan provisions. The decisions shall be made in good faith and rendered following a detailed factual background investigation of the claim and proposed treatment. The decision of the Plan Administrator will be final and binding on the Plan. The Plan Administrator will be guided by the following principles:

1. If the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; or
2. If the drug, device, medical treatment or procedure, or the patient informed consent document utilized with the drug, device, treatment or procedure, was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal law requires such review or approval; or
3. If Reliable Evidence shows that the drug, device, medical treatment or procedure is the subject of on-going phase I or phase II clinical trials, is the research, experimental, study or Investigational arm of on-going phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis; or
4. If Reliable Evidence shows that the prevailing opinion among experts regarding the drug, device, medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable Evidence shall mean only published reports and articles in the authoritative medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, service, medical treatment or procedure; or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

Drugs are considered Experimental if they are not commercially available for purchase and/or they are not approved by the Food and Drug Administration for general use.

**Extended Care Facility/Rehabilitation Care Facility** means an institution or distinct part thereof, which is licensed pursuant to state or local law to provide extended care and treatment or rehabilitation care (whether acute care or extended care) to individuals convalescing from Injury or Illness. Any institution which is, other than incidentally, a rest home, a home for the aged, or a place for the treatment of mental disease, drug addiction or alcoholism, is not considered an "Extended Care Facility/Rehabilitation Care Facility."

**Family Unit** is the covered Employee and the family members who are covered as Dependents under the Plan.

**Formulary** means a list of prescription medications compiled by the third party payor of safe, effective therapeutic drugs specifically covered by this Plan.

**Generic** drug means a Prescription Drug which has the equivalency of the brand name drug with the same use and metabolic disintegration. This Plan will consider as a Generic drug any Food and Drug Administration approved generic pharmaceutical dispensed according to the professional standards of a licensed pharmacist and clearly designed by the pharmacist as being generic.

**Genetic Information** means information about genes, gene products and inherited characteristics that may derive from an individual or a family member. This includes information regarding carrier status and information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, family histories and direct analysis of genes or chromosomes.

**Home Health Care Agency** is an organization that meets all of these tests: its main function is to provide Home Health Care Services and Supplies; it is federally certified as a Home Health Care Agency; and it is licensed by the state in which it is located, if licensing is required.

**Home Health Care Plan** must meet these tests: it must be a formal written plan made by the patient's attending Physician which is reviewed at least every 30 days; it must state the diagnosis; it must certify that the Home Health Care is in place of Hospital confinement; and it must specify the type and extent of Home Health Care required for the treatment of the patient.

**Home Health Care Services and Supplies** include: part-time or intermittent nursing care by or under the supervisor of a registered nurse (R.N.); part-time or intermittent home health aide services provided through a Home Health Care Agency (this does not include general housekeeping services); physical, occupational and speech therapy; medical supplies; and laboratory services by or on behalf of the Hospital.

**Hospice Agency** is an organization where its main function is to provide Hospice Care Services and Supplies and it is licensed by the state in which it is located, if licensing is required.

**Hospice Care Plan** is a plan of terminal patient care that is established and conducted by a Hospice Agency and supervised by a Physician.

**Hospice Care Services and Supplies** are those provided through a Hospice Agency and under a Hospice Care Plan and include inpatient care in a Hospice Unit or other licensed facility, home care, and family counseling during the bereavement period.

**Hospice Unit** is a facility or separate Hospital Unit that provides treatment under a Hospice Care Plan and admits at least two unrelated persons who are expected to die within six months.

**Hospital** is an institution which is engaged primarily in providing medical care and treatment of sick and injured persons on an inpatient basis at the patient's expense and which fully meets these tests: it is accredited as a Hospital by the Joint Commission on Accreditation of Healthcare Organizations or the American Osteopathic Association Healthcare Facilities Accreditation Program; it is approved by Medicare as a Hospital; it maintains diagnostic and therapeutic facilities on the premises for surgical and medical diagnosis and treatment of sick and injured persons by or under the supervision of a staff of Physicians; it continuously provides on the premises 24-hour-a-day nursing services by or under the supervision of

registered nurses (R.N.s); and it is operated continuously with organized facilities for operative surgery on the premises.

The definition of “Hospital” shall be expanded to include the following:

- A facility operating legally as a psychiatric Hospital or residential treatment facility for mental health and licensed as such by the state in which the facility operates.
- A facility operation primarily for the treatment of Substance Abuse if it meets these tests: maintains permanent and full-time facilities for bed care and full-time confinement of at least 15 resident patients; has a Physician in regular attendance; continuously provides 24-hour-a-day nursing service by a registered nurse (R.N.); has a full-time psychiatrist or psychologist on the staff; and is primarily engaged in providing diagnostic and therapeutic services and facilities for treatment of Substance Abuse.

**Illness** means a bodily disorder, disease, physical sickness or Mental Disorder. Illness includes Pregnancy, childbirth, miscarriage or complications of Pregnancy.

**Implantable hardware** means medical hardware that is implanted partially or totally into the body, such as, but not limited to, artificial joints, pins, screws, bone plates, and spinal rods. Implantable hardware does not include Durable Medical Equipment as defined in this Policy.

**Injury** means an accidental physical injury to the body caused by unexpected external means.

**Intensive Care Unit** is defined as a separate, clearly designated service area which is maintained within a Hospital solely for the care and treatment of patients who are critically ill. This also includes what is referred to as a “coronary care unit” or an “acute care unit.” It has: facilities for special nursing care not available in regular rooms and wards of the Hospital; special life saving equipment which is immediately available at all times; at least two beds for the accommodation of the critically ill; and at least one registered nurse (R.N.) in continuous and constant attendance 24 hours a day.

**Late Enrollee** means a Plan Participant who enrolls under the Plan other than during the first 31-day period in which the individual is eligible to enroll under the Plan or during a Special Enrollment Period.

**Legal Guardian** means a person recognized by a court of law as having the duty of taking care of the person and managing the property and rights of a minor child.

**Medical Care Facility** means a Hospital, a facility that treats one or more specific ailments or any type of Skilled Nursing Facility.

**Medical Emergency** means a sudden onset of a condition with acute symptoms requiring immediate medical care and includes such conditions as heart attacks, cardiovascular accidents, poisonings, loss of consciousness or respiration, convulsions or other such acute medical conditions.

**Medically Necessary** care and treatment is recommended or approved by a Physician; is consistent with the patient’s condition or accepted standards of good medical practice; is medically proven to be effective treatment of the condition; is not performed mainly for the convenience of the patient or provider of medical services; is not conducted for research purposes; and is the most appropriate level of services which can be safely provided to the patient.

All of these criteria must be met: merely because a Physician recommends or approves certain care does not mean that it is Medically Necessary.

The Plan Administrator has the discretionary authority to decide whether care or treatment is Medically Necessary.

**Medicare** is the Health Insurance For the Aged and Disabled program under Title XVIII of the Social Security Act, as amended.

**Mental Disorder** means any disease or condition, regardless of whether the cause is organic, that is classified as a Mental Disorder in the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services or is listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association.

**Mental Health Care Facility** means a facility that is licensed by the state or is otherwise authorized to provide mental health services according to state law and that provides a program for the treatment of Mental Disorders pursuant to a written plan.

**Morbid Obesity** is a diagnosed condition in which the body weight exceeds the medically recommended weight by either 100 pounds or is twice the medically recommended weight for a person of the same height, age and mobility as the Covered Person.

**No-Fault Auto Insurance** is the basic reparations provision of a law providing for payments without determining fault in connection with automobile accidents.

**Occupational therapy** means the use of any occupation or creative activity for remedial purposes to retrain the patient in work activities (school, home management, and employment). Occupational Therapy is directed toward the coordination of finer, more delicate movements than Rehabilitation/Physical Therapy, such as coordination of fingers, to the sick or injured person's highest attainable skills.

**Outpatient Care and/or Services** is treatment including services, supplies and medicines provided and used at a Hospital under the direction of a Physician to a person not admitted as a registered bed patient; or services rendered in a Physician's office, laboratory or X-ray facility, an Ambulatory Surgical Center, or the patient's home.

**Pharmacy** means a licensed establishment where covered Prescription Drugs are filled and dispensed by a pharmacist licensed under the laws of the state where he or she practices.

**Physician** means a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Dental Surgery (D.D.S.), Doctor of Podiatry (D.P.M.), Doctor of Chiropractic (D.C.), Audiologist, certified Nurse Anesthetist, Licensed professional Counselor, Licensed Professional Physical Therapist, Master of Social Work (M.S.W.), Midwife, Occupational Therapist, Physiotherapist, Psychiatrist, Psychologist (Ph.D.), Speech Language Pathologist and any other practitioner of the healing arts who is licensed and regulated by a state or federal agency and is acting within the scope of his or her license.

**Physician Office Visit** means covered services that are eligible for benefits under the terms of the policy and are both: (1) performed by a medical doctor (M.D.), a doctor of osteopathy (D.O.), or a nurse practitioner within the Physician's office; and (2) are included on the Physician's billing statement. The term Physician Office Visit does not include services performed by a laboratory outside the Physician's office or by health professionals that are not specified herein including, but not limited to Ph.D.'s, chiropractors, social workers, radiologist, and physical therapists. The term Physician Office Visit does include the following services, **provided that**

**they are performed in a Physician's office:** cytologic screening, pap smears, mammograms, prostate tests, routine physical exams, check-ups, childhood immunizations and influenza immunization.

**Office visit co-payments are not applied toward Deductible or Out-of-Pocket amounts and must be paid even if the Out-of-Pocket amount has been satisfied.**

**Plan** means DATS Trucking, Inc. Employee Welfare Benefit Plan, which is a benefits plan for certain Employees of DATS Trucking, Inc. and is described in this document.

**Plan Participant** is any Employee or Dependent who is covered under this Plan.

**Plan Year** is the 12-month period beginning on either the effective date of the Plan or on the day following the end of the first Plan Year which is a short Plan Year.

**Precertification** means the determination that a Hospital confinement is Medically Necessary and that the proposed length of stay is appropriate. **Precertification does not guarantee payment or determine benefit eligibility.** Although recommended, Precertification for Urgent Care is **not** required. However, once the care is no longer Urgent Care, Precertification requirements will apply.

**Pregnancy** is childbirth and conditions associated with Pregnancy, including complications.

**Prescription Drug** means any of the following: Drugs or medicines that require a Prescription Order; and insulin, testing equipment, and syringes for diabetics. Expenses and Prescription Drugs purchased through the Prescription Drug Card Plan do not apply to the Major Medical Deductible or the Out-of-Pocket yearly maximum. Prescription Drugs not purchased through the Prescription Drug Card Plan will be paid in accordance with the Prescription Drug Card Plan Benefit and not as a major medical expense, and will be limited to the maximum allowable cost, less any available discounts, that would have been allowed had the drugs been purchased through the Prescription Drug Plan. Mail order drugs are only covered if purchased through the Prescription Drug Card Plan. Generic Prescription Drugs must be used whenever a Generic equivalent is available. When a Plan participant is dispensed a Brand Name drug with an available Generic substitute, they are responsible for the difference between the brand and Generic drug costs plus their Generic co-payment. Prescription drugs that exceed the manufacturer's recommended dosage or the dosage established by the Food and Drug Administration ("FDA") are not covered.

Treatment in a **Residential Care Facility/Institution** means a health care facility/institution that provides the following services for persons who do not need inpatient nursing care.

1. Residential beds or residential units;
2. Supervisory care services (general supervision, including the daily awareness of resident functioning and continuing needs);
3. Personal care services (assistance with activities of daily living that can be performed by persons without professional skills or professional training);
4. Directed care services (programs or services provided to persons who are incapable of recognizing danger, summoning assistance, expressing need or making basic care decisions);
5. Health related services (services, other than medical services, pertaining to general supervision, protective, and preventive services).

This definition does not include a Skilled Nursing Facility. This definition also does not include a Hospital, Mental Health Care Facility, Chemical Dependency Treatment Center, or Extended Care Facility/Rehabilitation Care Facility, which are defined elsewhere in this Policy.

**Sickness** is:

- For a covered Employee and covered Spouse; Illness, disease, or Pregnancy
- For a covered Dependent other than Spouse: Illness or disease, not including Pregnancy or its complications.

**Skilled Nursing Facility** is a facility that fully meets all of these tests:

1. It is licensed to provide professional nursing services on an inpatient basis to persons convalescing from Injury or Sickness. The service must be rendered by a registered nurse (R.N.) or by a licensed practical nurse (L.P.N.) under the direction of a registered nurse. Services to help restore patients to self-care in essential daily living activities must be provided.
2. Its services are provided for compensation and under the full-time supervision of a Physician.
3. It provides 24 hour per day nursing services by licensed nurses, under the direction of a full-time registered nurse.
4. It maintains a complete medical record on each patient.
5. It has an effective utilization review plan.
6. It is not, other than incidentally, a place for rest, the aged, drug addicts, alcoholics, mental retardates, Custodial or educational care or care of Mental Disorders.
7. It is approved and licensed by Medicare.

This term also applies to charges incurred in a facility referring to itself as an extended care facility, convalescent nursing home, rehabilitation hospital, long-term acute care facility or any other similar nomenclature.

**Spinal Manipulation/Chiropractic Care** means skeletal adjustments, manipulation or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Such treatment is done by a Physician to remove nerve interference resulting from or related to, distortion, misalignment or subluxation of, or in, the vertebral column.

**Substance Abuse** is regular excessive compulsive drinking of alcohol and/or physical habitual dependence on drugs. This does not include dependence on ordinary caffeine-containing drinks.

**Temporomandibular Joint (TMJ)** syndrome is the treatment of jaw joint disorders including conditions of structures linking the jaw bone and skull and the complex of muscles, nerves and other tissues related to the temporomandibular joint. Care and treatment is limited to surgical treatment only.



**Total Disability (Totally Disabled)** means: In the case of a Dependent child, the complete inability as a result of Injury or Sickness to perform the normal activities of a person of like age and sex in good health.

**Urgent Care** means medical care or treatment where application of the time periods for making non-urgent care decisions could (1) seriously jeopardize the insured's life, health or ability to regain maximum function or (2) in the opinion of a Physician with knowledge of the Insured's medical condition, would subject the insured to severe pain that cannot be adequately managed without the care or treatment. The determination of whether care is Urgent Care is to be made by an individual acting on behalf of the Plan applying the judgment of a prudent layperson that possesses an average knowledge of health and medicine. The determination can also be made by a Physician with knowledge of the insured's medical condition.

**Usual and Reasonable Charge** is a charge which is not higher than the usual charge made by the provider of the care or supply and does not exceed the usual charge made by most providers of like service in the same area. This test will consider the nature and severity of the condition being treated. It will also consider medical complications or unusual circumstances that require more time, skill or experience.

The Plan will reimburse the actual charge billed if it is less than the Usual and Reasonable Charge.

The Plan Administrator has the discretionary authority to decide whether a charge is Usual and Reasonable.

## PLAN EXCLUSIONS

**Note: All exclusions related to Prescription Drugs are shown in the Prescription Drug Plan.**

**For all Medical Benefits shown in the Schedule of Benefits, a charge for the following is not covered:**

1. **Abortion.** Services, supplies, care or treatment in connection with an abortion unless the life of the mother is endangered.
2. **Alcohol.** Services, supplies, care or treatment to a Covered Person for an Injury or Sickness which occurred as a result of that Covered Person's illegal use of alcohol. The arresting officer's determination of inebriation will be sufficient for this exclusion. Expenses will be covered for Injured Covered Persons other than the person illegally using alcohol and expenses will be covered for Substance Abuse treatment as specified in this Plan. This exclusion does not apply if the Injury resulted from an act of domestic violence or a medical (including both physical and mental health) condition.
3. **Complications of non-covered treatments.** Care, services or treatment required as a result of complications from a treatment not covered under the Plan are not covered. Complications from a non-covered abortion are covered.
4. **Cosmetic.** Expenses for care, treatment or operations which are performed primarily for cosmetic purposes and expenses for complications of such procedures. This exclusion does not apply when expenses are incurred as a result of an Injury provided that the expenses are incurred within one (1) year of the date of Injury, for reconstructive surgery following a mastectomy or for repair of a congenital anomaly.
5. **Custodial care.** Services or supplies provided mainly as a rest cure, maintenance or Custodial Care.
6. **Educational or vocational testing.** Services for educational or vocational testing or training.
7. **Excess charges.** The part of an expense for care and treatment of an Injury or Sickness that is in excess of the Usual and Reasonable Charge.
8. **Exercise programs.** Exercise programs for treatment of any condition, except for Physician-supervised cardiac rehabilitation, occupational, or physical therapy covered by this Plan.
9. **Expenses in connection with Inpatient charges for a Residential care Facility/Institution.** Expenses that would otherwise be eligible for Benefits if not provided in this type of facility will be considered for Benefits on an Outpatient basis, subject to all other Plan provisions, if billed separately from the facility charges.
10. **Experimental or not Medically Necessary.** Care and treatment that is either Experimental/Investigational or not Medically Necessary.
11. **Eye care.** Radial keratotomy or other eye surgery to correct refractive disorders. Also, routine eye examinations, including refractions, lenses for the eyes and exams for their

fitting. This exclusion does not apply to aphakic patients and soft lenses or sclera shells intended for use as corneal bandages.

12. **Foot care.** Treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions (except open cutting operations), and treatment of corns, calluses or toenails (unless needed in treatment of a metabolic or peripheral-vascular disease).
13. **Foreign travel.** Care, treatment or supplies out of the U.S. if travel is for the sole purpose of obtaining medical services.
14. **Fraud claims exclusion.** Expenses that are incurred as the result of the covered person committing a fraudulent act.
15. **Government coverage.** Care, treatment or supplies furnished by a program or agency funded by any government. This does not apply to Medicaid or when otherwise prohibited by law.
16. **Hair loss.** Care and treatment for hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed by a Physician.
17. **Hearing aids and exams.** Charges for services or supplies in connection with hearing aids or exams for their fitting.
18. **Hospital employees.** Professional services billed by a Physician or nurse who is an employee of a Hospital or Skilled Nursing Facility and paid by the Hospital or facility for the service.
19. **Illegal acts.** Charges for services received as a result of Injury or Sickness caused by or contributed to by engaging in an illegal act or occupation; by committing or attempting to commit any crime, criminal act, assault or other felonious behavior; or by participating in a riot or public disturbance. This exclusion does not apply if the Injury resulted from an act of domestic violence or a medical (including both physical and mental health) condition.
20. **Illegal drugs or medications.** Services, supplies, care or treatment to a Covered person for Injury or Sickness resulting from that Covered Person's voluntary taking of or being under the influence of any controlled substance, drug, hallucinogen or narcotic not administered on the advice of a Physician. Expenses will be covered for Injured Covered Persons other than the person using controlled substances and expenses will be covered for Substance Abuse treatment as specified in this Plan. This exclusion does not apply if the Injury resulted from an act of domestic violence or a medical (including both physical and mental health) condition.
21. **Impotence.** Care treatment, services, supplies or medication in connection with treatment for impotence.
22. **Infertility.** Care, supplies, service and treatment for infertility, artificial insemination, or in vitro fertilization.
23. **No charge.** Care and treatment for which there would not have been a charge if no coverage had been in force.
24. **Non-emergency Hospital admissions.** Care and treatment billed by a Hospital for non-Medical Emergency admissions on a Friday or a Saturday. This does not apply if surgery is performed within 24 hours of admission.

25. **No obligation to pay.** Charges incurred for which the Plan has no legal obligation to pay.
26. **No Physician recommendation.** Care, treatment, services or supplies not recommended and approved by a Physician; or treatment, services of supplies when the Covered Person is not under the regular care of Physician. Regular care means ongoing medical supervision or treatment which is appropriate care for the Injury or Sickness.
27. **Not specified as covered.** Non-traditional medical services, treatments and supplies which are not specified as covered under this Plan.
28. **Obesity.** Care and treatment of obesity, including Morbid Obesity, weight loss or dietary control whether or not it is, in any case, a part of the treatment plan for another sickness. Specifically excluded are charges for bariatric surgery, including but not limited to, gastric bypass, stapling and intestinal bypass, and lap band surgery, including reversals.
29. **Occupational.** Care and treatment of an Injury or Sickness that is occupational – that is, arises from work for wage or profit including self-employment.
30. **Personal comfort items.** Personal comfort items or other equipment, such as, but not limited to, air conditioners, air-purification units, humidifiers, electric heating units, orthopedic mattresses, blood pressure instruments, scales, elastic bandages or stockings, nonprescription drugs and medicines, and first-aid supplies and nonhospital adjustment beds.
31. **Plan design excludes.** Charges excluded by the Plan design as mentioned in this document.
32. **Pregnancy of daughter.** Care and treatment of Pregnancy and Complications of Pregnancy for a dependent daughter only.
33. **Private duty nursing.** Charges in connection with care, treatment or services of a private duty nurse.
34. **Relative giving services.** Professional services performed by a person who ordinarily resides in the Covered Person's home or is related to the Covered Person as a Spouse, parent, child, brother or sister, whether the relationship is by blood or exists in law.
35. **Replacement braces.** Replacement of braces of the leg, arm, back, neck, or artificial arms or legs, unless there is sufficient change in the Covered Person's physical condition to make the original device no longer functional.
36. **Routine care.** Charges for routine or periodic examinations, screening examinations, evaluation procedures, preventive medical care, or treatment or services not directly related to the diagnosis or treatment of a specific Injury, Sickness or Pregnancy-related condition which is known or reasonable suspected, unless such care is specifically covered in the Schedule of Benefits.
37. **Second surgical opinions.** Charges for second and third opinions for elective surgery.
38. **Self-Inflicted.** Any loss due to an intentionally self-inflicted Injury. This exclusion does not apply if the Injury resulted from an act of domestic violence or a medical (including both physical and mental health) condition.

39. **Services before or after coverage.** Care, treatment or supplies for which a charge was incurred before a person was covered under this Plan or after coverage ceased under this Plan.
40. **Sex changes.** Care, services or treatment for non-congenital transsexualism, gender dysphoria or sexual reassignment or change. This exclusion includes medications, implants, hormone therapy, surgery, medical or psychiatric treatment.
41. **Sleep disorders.** Eligible expenses for the treatment of sleep apnea are paid at **50%** to a lifetime maximum of **\$5,000**. The maximum benefit limitation only applies to services that are not defined as essential benefits. The maximum benefit limitation **does not include** oxygen or Durable Medical Equipment.
42. **Surgical sterilization reversal.** Care and treatment for reversal of surgical sterilization.
43. **Travel or accommodations.** Charges for travel or accommodations, whether or not recommended by a Physician, except for ambulance charges as defined as a covered expense.
44. **War.** Any loss that is due to a declared or undeclared act of war.

# **PRESCRIPTION DRUG BENEFITS**

## **PHARMACY DRUG CHARGE**

Participating pharmacies have contracted with the Plan through a Pharmacy Benefits Manager (“PBM”) to charge Covered Persons reduced fees for covered Prescription Drugs. WMI TPA, Inc. or its designee is entitled to any and all available rebates that are paid by Prescription Drug manufacturers. Certain drugs may require precertification through the PBM before they can be dispensed.

## **CO-PAYMENTS**

When a plan participant is dispensed a brand name drug with an available generic substitute, they are responsible for the difference between the brand and generic drug costs plus their generic co-payment.

The co-payment is applied to each covered pharmacy drug or mail order drug charge and is shown in the Schedule of Benefits. The co-payment amount is not a Covered Charge under the medical Plan. Any one pharmacy prescription is limited to the greater of a 30-day supply or 100-unit dose. Any one mail order prescription is limited to the greater of a 90-day supply or 300-unit dose.

If a drug is purchased from a non-participating pharmacy or a participating pharmacy when the Covered Person’s ID card is not used, the amount payable in excess of the amounts shown in the Schedule of Benefits will be the ingredient cost and dispensing fee.

## **PERCENTAGES PAYABLE**

The percentage payable amount is applied to each covered pharmacy drug or mail order drug charge and is shown in the Schedule of Benefits. This amount is not a covered charge under this Plan or the medical plan.

## **DRUGS PURCHASED OUTSIDE THE PRESCRIPTION CARD PLAN**

Drugs that are available or purchased through a retail pharmacy but that are not purchased through the Prescription Drug Card Plan will be paid in accordance with the Prescription Drug Card Plan Benefit and not as a major medical expense. They will also be limited to the maximum allowable cost, less any available discounts, that would have been available had the drugs been purchased through the Prescription Drug Card Plan.

Specialty and biotech medications that are considered to be self-injectable (such as, but not limited to, Avonex, Betaseron, Enbrel, Fuzeon, Imitrex, Humira, Intron, and Rebif) will be paid under the Prescription Drug Benefit even if they are administered by a Provider.

## **MAIL ORDER DRUG BENEFIT OPTION**

The mail order drug benefit option is available for maintenance medications (those that are taken for long periods of time, such as drugs sometimes prescribed for heart disease, high blood pressure, asthma, etc.). Because of volume buying, the mail order pharmacy is able to offer Covered Persons significant savings on their prescriptions.

## COVERED PRESCRIPTION DRUGS

1. All drugs, including contraceptives, prescribed by a Physician that require a prescription either by federal or state law.
2. All compounded prescriptions containing at least one prescription ingredient in a therapeutic quantity.
3. Insulin when prescribed by a Physician.
4. Prescription vitamins, (including prenatal and pediatric vitamins), single or in combination; prescription calcium supplements; and prescription hematinics. Coverage is available for injectable and non-injectable forms. Benefits will be paid in accordance with the Prescription Drug Card Plan.
5. Smoking/Tobacco Cessation Medications. This includes those that require a prescription and those available over-the-counter. Please note that in order to receive coverage of over-the-counter smoking/tobacco cessation products through your prescription drug benefit, you will need to have a prescription from your doctor even though such products do not require a prescription for purchase. Co-payments and limits apply as described in the PRESCRIPTION DRUG BENEFIT portion of the Schedule of Benefits Table.

## LIMITS TO THIS BENEFIT

This benefit applies only when a Covered Person incurs a covered Prescription Drug charge. The covered drug charge to any one prescription will be limited to:

1. Refills only up to the number of times specified by a Physician.
2. Refills up to one year from the date of order by a Physician.

## EXPENSES NOT COVERED

This benefit will not cover a charge for any of the following:

1. **Administration.** Any charge for the administration of a covered Prescription Drug.
2. **Appetite suppressants.** A charge for appetite suppressants.
3. **Devices.** Devices of any type, even though such devices may require a prescription. These include (but are not limited to) therapeutic devices, artificial appliances, braces, support garments, or any similar device.
4. **Expenses for preventative medication.** Non-prescription vitamins, mineral and nutrient supplements, fluoride supplements, food supplements, and the services and applications of such.
5. **Experimental.** Experimental drugs and medicines, even though a charge is made to the Covered Person.
6. **FDA.** Any drug not approved by the Food and Drug Administration.

7. **Fraud.** Expenses that are incurred as the result of a Plan Participant committing a fraudulent act with respect to covered benefits.
8. **Impotence.** A charge for impotence medication.
9. **Infertility.** A charge for infertility medication.
10. **Inpatient medication.** A drug or medicine that is to be taken by the Covered Person, in whole or in part, while Hospital confined. This includes being confined in any institution that has a facility for the dispensing of drugs and medicines on its premises.
11. **Investigational.** A drug or medicine labeled: "Caution – limited by federal law to investigation use."
12. **Medical exclusions.** A charge excluded under Medical Plan Exclusions.
13. **No charge.** A charge for Prescription Drugs which may be properly received without charge under local, state or federal programs.
14. **Non-legend drugs.** "Nonprescription drug," "over-the-counter drug," or "non-legend drug," means any packaged, bottled, or non-bulk chemical, drug, or medicine that may be lawfully sold without a practitioner's order.
15. **No prescription.** A drug or medicine that can legally be bought without a written prescription. This does not apply to injectable insulin.
16. **Refills.** Any refill that is requested more than one year after the prescription was written or any refill that is more than the number of refills ordered by the Physician.



## **DENTAL BENEFITS**

### **COVERED SERVICES**

The following services are covered under this policy subject to the exclusions and limitations set forth herein.

1. Routine oral examinations include X-rays and prophylaxis (cleaning, scaling, and polishing), but not more frequently than every 180 days per insured.
2. Sealants for permanent molars for children age sixteen (16) or younger once per tooth every five (5) years.
3. Topical application of fluoride to the natural teeth limited to children age eighteen (18) years or younger once each Calendar Year.
4. Extractions; fillings (using silver amalgam, silicate, or plastic); crowns (as limited in the Exclusion section of this dental policy); endodontic treatment (including root canal therapy and periodontal treatment); oral surgery; general anesthesia; and oral drugs requiring a prescription by a Dentist or a Physician.
5. Initial installation of, or addition to, dentures or fixed bridgework, if: (a) such installation or addition is required due to the extraction after the effective date of the Insured person's Dental Expense Benefit of one or more natural teeth due to Accidental Injury or disease; and (b) such denture or bridgework includes the replacement of the extracted tooth and is completed within twelve (12) months of the date of the extraction except as listed under the Exclusion section of this policy.
6. Replacement or alteration of dentures or fixed bridgework if the change is (a) required due to an Accidental Injury requiring oral surgery or oral surgical treatment involving the removal of a tumor, cyst, or redundant tissue; (b) such event occurred after the effective date of the Insured person's Dental Expense Benefits; and (c) the replacement or alteration is completed within twelve (12) months after such event.
7. Replacement or alteration of a denture, bridge, or crown, if required as the result of structural change within the mouth and if made more than five (5) years after the installation of the denture, bridge, or crown. This benefit is not available until the Insured person has been insured under the Dental Expense Benefit for a period of two (2) years.
8. Repair of dentures or bridgework (not including replacement, alteration, or relining).
9. Emergency palliative treatment.
10. Fixed or removable space maintainers for missing primary teeth if used to maintain the present position of the tooth but not to move the tooth (which may be covered under orthodontic benefits).
11. Charges incurred for the treatment of a diagnosed Illness of the jaw or joints (other than fracture, tumor, or cyst) and associated myofacial pain or equilibrium are eligible for benefits when covered orthodontic treatment is rendered.
12. Osseous implants, subject to the exclusions and limitations set forth herein.

**IMPORTANT NOTICE:** The Company requires pre-treatment X-rays for crowns, bridges, prosthetics, gold work, and impacted extractions. For those services that require pre-treatment X-rays, the Company suggests that a pre-treatment plan be sent to the home office.

## **DEFINITIONS**

1. **Accidental Injury:** The sustaining of physical damage as the result of an unexpected occurrence caused by an external force, a foreign body, or corrosive chemical, that is independent of disease or bodily infirmity and for which the insured is not entitled to receive any benefits under any workman's compensation or occupational disease law. Physical damage resulting from normal movement of the mouth, including chewing, is not considered an Accidental Injury.
2. **Diagnostic:** Procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment.
3. **Endodontics:** Procedures for pulpal therapy and root canal filling.
4. **Oral Surgery:** Procedures for extractions and other oral surgery including pre-operative care.
5. **Orthodontics:** Procedures for treatment of development, prevention, and correction of irregularities of the teeth and malocclusion, and with associated facial abnormalities.
6. **Periodontics:** Procedures for treatment of the tissues supporting the teeth.
7. **Preventive:** Prophylaxis, topical application of fluoride solutions, space maintainers.
8. **Prosthodontics:** Procedures for construction of bridges, partial and complete dentures, crowns, jackets, onlays and inlays. These procedures will be covered under the Prosthodontic benefit, subject to the exclusions and limitations herein, when teeth cannot be restored with conventional filling materials.
9. **Restorative:** Provides amalgam, synthetic porcelain, and plastic restorations for treatment of carious lesions. Crowns and jackets will be provided as a "Prosthodontics Benefit" when teeth cannot be restored with the above materials.

## **EXCLUSIONS AND LIMITATIONS**

Covered dental charges shall not include expenses for services, supplies, or treatment for the following:

1. Services, supplies, or treatment which were not prescribed as necessary by a dentist or physician in connection with dental disease, defect, or Accidental Injury to teeth.
2. Crowns, fixed bridges, partial dentures, full dentures, and osseous implants are **ineligible for benefits during the first six (6) months of coverage** under the Dental Plan. This exclusion includes preparatory dental work in conjunction with these services.
3. Charges for local anesthesia or analgesic used for treatment other than the removal of bone-impacted teeth, cysts, or tumors.

4. A condition or injury which resulted from an Accidental Injury or disease arising out of or in the course of employment.
5. Installation, replacement, alteration of, or additions to dentures or fixed bridgework except as provided in "Covered Services."
6. Replacement of osseous implants and crowns (unless the existing implant or crown was placed at least five (5) years previously. Osseous implant replacements and crown replacements are limited to a maximum of two (2) per Lifetime.
7. Loss or theft of dentures or bridgework.
8. Orthodontic services during the first year of coverage.
9. Dentistry for cosmetic purposes. This exclusion includes, but is not limited to, treatment for the alteration or extraction and replacement of sound teeth to change appearance including procedures to affect the color of the teeth.
10. Services for temporary fillings, temporary crowns, or temporary bridges that are billed in addition to the permanent filling, crown, or bridges.
11. Pre-existing Conditions. Any dental treatment or procedure started prior to the effective date of the patient's Dental Insurance coverage.
12. Fees that exceed the reasonable or prevailing rate customarily used in the area of service.
13. Fluoride treatment of a patient who is over 18 years of age.
14. Services which were not actually rendered.
15. Oral hygiene; dietary or plaque control programs; or other education programs.
16. Mouth guards.
17. Myofunctional therapy.

## **MAJOR MEDICAL PLAN PROVISIONS**

Except as specifically modified herein, all provisions of the Major Medical Plan, except the benefits provisions, apply to this Supplemental Dental Benefit Plan.

1. The dental benefits as described in this supplement will be in addition to any benefits provided by the DATS Trucking, Inc. Employee Welfare Benefit Plan. Should any conflict manifest itself between the medical base plan on which enrollees are covered and the Supplemental Dental Plan, the benefit that provides the maximum coverage will apply.
2. Plan Year: this plan is based on a calendar year (*i.e.*, January 1 through December 31).
3. Participation in this Plan. To participate in the Dental Plan: (a) an Employee and Dependent(s) must be enrolled on the DATS Trucking, Inc. Employee Welfare Benefit Plan; and (b) all Eligible Employees of the Employer group and insured Dependents must elect the dental benefit and pay premiums. Enrollment in the Dental Plan is

accomplished by submitting a properly completed enrollment card at the time of the Employer's initial enrollment or any subsequent Open Enrollment Period.

## HOW TO SUBMIT A CLAIM

**Benefits under this Plan shall be paid only if the Plan Administrator decides in its discretion that a Covered person is entitled to them.**

When a Covered Person has a Claim to submit for payment that person must:

1. Obtain a Claim form from the Personnel Office or the Plan Administrator.
2. Complete the Employee portion of the form. ALL QUESTIONS MUST BE ANSWERED.
3. Have the Physician complete the provider's portion of the form.
4. For Plan reimbursements, attach bills for services rendered. ALL BILLS MUST SHOW:
  - Name of Plan
  - Employee's name
  - Name of patient
  - Name, address, telephone number of the provider of care
  - Diagnosis
  - Type of services rendered, with diagnosis and/or procedure codes
  - Date of services
  - Charges
5. Send the above to the Claims Processor at this address:

WMI TPA, Inc.  
P.O. Box 572488  
Salt Lake City, UT 84157-2488  
Phone: (800) 748-5340  
Fax: (801) 263-1189

6. When Claims Should Be Filed

Claims should be filed with the Claims Processor within 90 days of the date charges for the service was incurred. Benefits are based on the Plan's provisions at the time the charge was incurred. Claims filed later than that date may be declined or reduced unless:

- a. It is not reasonably possible to submit the claim in that time; and
- b. The claim is submitted within one year from the date incurred. This one year period will not apply when the person is not legally capable of submitting the claim.

The Claims Administrator will determine if enough information has been submitted to enable proper consideration of the claim. If not, more information may be requested from the claimant. The Plan reserves the right to have a Plan Participant seek a second medical opinion.

## **CLAIM AND APPEAL PROCEDURES**

Following is a description of how the Plan processes claims and appeals. A claim is defined as any request for a Plan benefit, made by a Plan Participant, or a representative of a Plan Participant, that complies with the Plan's procedures for making a claim. There are two types of claims: pre-service and post-service. The different types of claims are described below. Each type of claim has a specific time period for approval, request for further information, or denial, as well as specific time periods for appeal reviews. Time periods begin at the time that a claim is received, and "days" refers to calendar days.

### **PRE-SERVICE CLAIM**

A "pre-service claim" is any claim for a benefit under the Plan where the Plan conditions receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care (i.e., claims subject to Pre-certification).

In the event of a pre-service claim, the Plan Participant will receive a notification of the benefit determination within fifteen (15) days after the receipt of the request. If additional information is needed, the Plan Participant will be notified within that time and will be given at least forty-five (45) days to respond. A notification of the benefit determination will be sent within fifteen (15) days after the receipt of the additional information. If there is an ongoing course of treatment (i.e., concurrent care), a notification of determination as to extending the course of the treatment will be sent within fifteen (15) days after receipt of the request. If there will be a reduction or termination of the previously approved concurrent care benefit before the end of the treatment period, a notification will be sent at least fifteen (15) days prior to the end of the treatment.

Although recommended, Pre-certification for pre-service claims involving Urgent Care is **not** required. However, once the care is no longer Urgent Care, Pre-certification requirements will apply and the pre-service claim will be subject to the time periods as described above.

### **POST-SERVICE CLAIM**

A "post-service claim" is any claim that involves the cost for medical care that has already been provided to the Plan Participant. Post-service claims will never be considered to be claims involving Urgent Care.

In the event of a post-service claim, the Plan Participant will receive a notification of the benefit determination within thirty (30) days after the receipt of the request. If additional information is needed, the Plan Participant will be notified within that time and will be given at least forty-five (45) days to respond. A notification of the benefit determination will be sent within fifteen (15) days after the receipt of the additional information.

### **NOTICE TO PLAN PARTICIPANT OF ADVERSE BENEFIT DETERMINATION**

Adverse benefit determination means a denial, reduction, termination of, or a failure to provide or make payment, in whole or in part, for a benefit, including any such denial, reduction, termination or failure to provide to make a payment that is based on a determination of a Participant's eligibility to participate in the Plan. In the event of an adverse benefit determination, the Plan will provide a written or electronic notification that sets forth the reason for the adverse determination.

## **APPEALS**

In the event of an adverse benefit determination, the Plan Participant has 180 days from the receipt of the adverse benefit determination notification in which to file an appeal. A plan Participant may submit comments, documents, records and other information relating to the claim, and will, upon request, be provided free of charge, access to, and copies of, all documents, records, and other information relevant to the claim that were used in the initial benefit determination. The Plan provides two levels of appeal review, which may be performed either internally or independently, as described herein. Both of these levels must be exhausted before an Insured can file suit in court. If a Plan Participant receives an adverse decision on the first level of appeal, he may submit the appeal for a second level of review within sixty (60) days of receipt of the first level decision, along with any additional applicable information. In the case of a pre-service claim, each level of appeal will be responded to within fifteen (15) days after the receipt of the appeal. In the case of a post-service claim, each level of appeal will be responded to within thirty (30) days after the receipt of the appeal.

For pre-service claims, both levels of appeal must be submitted in writing to the utilization review company that performed the Pre-certification and a copy must be submitted to WMI TPA, Inc. For post-service claims, the first level of appeal must be submitted in writing to WMI TPA, Inc. The second level of appeal must be submitted in writing to the Plan Administrator and a copy must be submitted to WMI TPA, Inc. The benefit determination on review will be communicated in writing and will set forth the reasons for the decision and the provisions of this Plan upon which the decision was based.

Reviews of all appeals of adverse benefit determinations, except those described in the following paragraph, will be conducted internally by a person or a committee of persons who is neither the individual who made the initial adverse benefit determination nor the subordinate of that individual. The time period within which a determination on appeal is required to be made will begin at the time that an appeal is received.

If the appeal of an adverse benefit determination is based on a medical judgment, including determinations with regard to whether a particular treatment, drug or other items is experimental, investigational or not medically necessary or appropriate, an independent review will be conducted. For this review, the Plan will consult with a health care professional who is part of an independent review organization, who is not affiliated with the Claims Administrator or the Plan Administrator, who was not involved in the initial benefit determination, and who has appropriate training and expertise in the field of medicine involved in the medical judgment. There will be no fee charged to the Plan Participant for an independent review.

If a Plan Participant receives an adverse decision upon the exhaustion of the required levels of internal or independent review, he has the right to file suit in court pursuant to §502 of the Employee Retirement and Income Security Act ("ERISA").

## COORDINATION OF BENEFITS

**Coordination of the benefit plans.** Coordination of benefits sets out rules for the order of payment of Covered Charges when two or more plans – including Medicare – are paying. When a Covered Person is covered by this Plan and another plan, or the Covered Person's Spouse is covered by this Plan and by another plan, or the couple's Covered children are covered under two or more plans, the plans will coordinate benefits when a claim is received.

The Plan that pays first according to the rules will pay as if there were no other plan involved. The secondary and subsequent plans will pay the balance due up to 100% of the total Allowable Charges.

**Benefit Plan.** This provision will coordinate the medical and dental benefits of a benefit plan. The term benefit plan means this Plan or any one of the following plans:

1. Group or group-type plans, including franchise or blanket benefit plans.
2. Blue Cross and Blue Shield group plans.
3. Group practice and other group prepayment plans.
4. Federal government plans or programs. This includes Medicare.
5. Other plans required or provided by law. This does not include Medicaid or any benefit plan like it that, by its terms, does not allow coordination.
6. No Fault Auto Insurance, by whatever name it is called, when not prohibited by law.

**Allowable Charge.** For a charge to be allowable it must be a Usual and Reasonable Charge and at least part of it must be covered under this Plan.

In the case of HMO (Health Maintenance Organization) or other in-network only plans: This Plan will not consider any charges in excess of what an HMO or network provider has agreed to accept as payment in full. Also, when an HMO or network plan is primary and the Covered Person does not use an HMO or network provider, this Plan will not consider as an Allowable Charge any charge that would have been covered by the HMO or network plan had the Covered Person used the services of an HMO or network provider.

In the case of service type plans where services are provided as benefits, the reasonable cash value of each service will be the Allowable Charge.

**Automobile Limitations.** When medical payments are available under vehicle insurance, the Plan shall pay excess benefits only, without reimbursement for vehicle plan deductibles. This Plan shall always be considered the secondary carrier regardless of the individual's election under PIP (personal injury protection) coverage with the auto carrier.

**Benefit Plan Payment Order.** When two or more plans provide benefits for the same Allowed Charge, benefit payment will follow these rules:

1. Plans that do not have a coordination provision, or one like it, will pay first. Plans with such a provision will be considered after those without one.
2. Plans with a coordination provision will pay their benefits up to the Allowable Charge:



- a. The benefits of the plan which covers the person directly (that is, as an employee, member or subscriber) (“Plan A”) are determined before those of the plan which covers the person as a dependent (“Plan B”).
- b. The benefits of a benefit plan which covers a person as an Employee who is neither laid off nor retired are determined before those of a benefit plan which covers that person as a laid-off or Retired Employee. The benefits of a benefit plan which covers a person as a Dependent of an Employee who is neither laid off nor retired are determined before those of a benefit plan which covers a person as a Dependent of a laid off or Retired Employee. If the other benefit plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule does not apply.
- c. The benefits of a benefit plan which covers a person as an Employee who is neither laid off nor retired or a Dependent of an Employee who is neither laid off nor retired are determined before those of a plan which covers the person as a COBRA beneficiary.
- d. When a child is covered as a Dependent and the parents are not separated or divorced, these rules will apply:
  - i. The benefits of the benefit plan of the parent whose birthday falls earlier in a year are determined before those of the benefit plan of the parent whose birthday falls later in that year;
  - ii. If both parents have the same birthday, the benefits of the benefit plan which has covered the parent for the longer time are determined before those of the benefit plan which covers the other parent.
- e. When a child’s parents are divorced or legally separated, these rules will apply:
  - i. This rule applies when the parent with custody of the child has not remarried. The benefit plan of the parent with custody will be considered before the benefit plan of the parent without custody.
  - ii. This rule applies when the parent with custody of the child has remarried. The benefit plan of the parent with custody will be considered first. The benefit plan of the stepparent that covers the child as a Dependent will be considered next. The benefit plan of the parent without custody will be considered last.
  - iii. This rule will be in place of items (i) and (ii) above when it applies. A court decree may state which parent is financially responsible for medical and dental benefits of the child. In this case, the benefit plan of that parent will be considered before other plans that cover the child as a Dependent.
  - iv. If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall follow the order of benefit determination rules outlined above when a child is covered as a Dependent and the parents are not separated or divorced.

- v. For parents who were never married to each other, the rules apply as set out above as long as paternity has been established.
  - f. If there is still a conflict after these rules have been applied, the benefit plan which has covered the patient for the longer time will be considered first. When there is a conflict in coordination of benefit rules, the Plan will never pay more than 50% of Allowable Charges when paying secondary.
3. Medicare will pay primary, secondary or last to the extent stated in federal law. When Medicare is to be the primary payer, this Plan will base its payment upon benefits that would have been paid by Medicare under Parts A, B and D, regardless of whether or not the person was enrolled under any of these parts.
  4. If a Plan Participant is under a disability extension from a previous benefit plan, that benefit plan will pay first and this Plan will pay second.

**Claims Determination Period.** Benefits will be coordinated on a Calendar Year basis. This is called the claims determination period.

**Right to Receive or Release Necessary Information.** To make this provision work, this Plan may give or obtain needed information from another insurer or any other organization or person. This information may be given or obtained without the consent of, or notice to, any other person. A Covered Person will give this Plan the information it asks for about other plans and their payment of Allowable Charges.

**Facility of Payment.** This Plan may repay other plans for benefits paid that the Plan Administrator determines it should have paid. That repayment will count as a valid payment under this Plan.

**Right of Recovery.** This Plan may pay benefits that should be paid by another benefit plan. In this case this Plan may recover the amount paid from the other benefit plan or the Covered Person. That repayment will count as a valid payment under the other benefit plan.

Further, this Plan may pay benefits that are later found to be greater than the Allowable Charge. In this case, this Plan may recover the amount of the overpayment from the source to which it was paid.

## **THIRD PARTY RECOVERY PROVISION**

### **RIGHT OF SUBROGATION AND REFUND**

**When This Provision Applies.** The Covered Person may incur medical or dental charges due to Injuries which may be caused by the act or omission of a Third Party or a Third Party may be responsible for payment. In such circumstances the Covered person may have a claim against that Third Party, or insurer, for payment of the medical or dental charges. Accepting benefits under this Plan for those incurred medical or dental expenses automatically assigns to the Plan any rights the Covered Person may have to recover payments from an Third Party or insurer. This Subrogation right allows the Plan to pursue any claim which the Covered Person has against any Third party, or insurer, whether or not the Covered Person chooses to pursue that claim. The Plan may make a claim directly against the Third party or insurer, but in any event, the Plan has a lien on any amount Recovered by the Covered Person whether or not designated as payment for medical expenses. This lien shall remain in effect until the Plan is repaid in full.

The Covered Person:

1. Automatically assigns to the Plan his or her rights against any Third Party or insurer when this provision applies; and
2. Must repay to the Plan the benefits paid on his or her behalf out of the Recovery made from the Third Party or insurer.

**Amount Subject to Subrogation or Refund.** The Covered Person agrees to recognize the Plan's right to Subrogation and reimbursement. These rights provide the Plan with a 100%, first dollar priority over any and all Recoveries and funds paid by a Third Party to a Covered Person relative to the Injury or Sickness, including a priority over any claim for non-medical or dental charges, attorney fees, or other costs and expenses. Accepting benefits under this Plan for those incurred medical or dental expenses automatically assigns to the Plan any and all rights the Covered Person may have to recover payments from any responsible third party. Further, accepting benefits under this Plan for those incurred medical or dental expenses automatically assigns to the Plan the Covered Person's Third Party Claims.

Notwithstanding its priority to funds, the Plan's Subrogation and Refund rights, as well as the rights assigned to it, are limited to the extent to which the Plan has made, or will make, payments for medical or dental charges as well as any costs and fees associated with the enforcement of its rights under the Plan. The Plan reserves the right to be reimbursed for its court costs and attorneys' fees if the Plan needs to file suit in order to recover payment for medical or dental expenses from the covered Person. Also, the Plan's right to Subrogation still applies if the Recovery received by the Covered Person is less than the claimed damage, and, as a result, the claimant is not made whole.

When a right of Recovery exists, the Covered Person will execute and deliver all required instruments and papers as well as doing whatever else is needed to secure the Plan's right of Subrogation as a condition to having the Plan make payments. In addition, the Covered Person will do nothing to prejudice the right of the Plan to Subrogate.

**Conditions Precedent to Coverage.** The Plan shall have no obligation whatsoever to pay medical or dental benefits to a Covered Person if a Covered Person refuses to cooperate with the Plan's reimbursement and Subrogation rights or refuses to execute and deliver such papers as the Plan may require in furtherance of its reimbursement and Subrogation rights. Further, in the event the Covered Person is a minor, the Plan shall have no obligation to pay any

medical or dental benefits incurred on account of Injury or Sickness caused by a responsible Third Party until after the Covered Person or his authorized legal representative obtains valid court recognition and approval of the Plan's 100%, first dollar reimbursement of Subrogation rights on all Recoveries, as well as approval for the execution of any papers necessary for the enforcement thereof, as described herein.

**Defined Terms.**

"Covered person" means anyone covered under the Plan, including minor dependents.

"Recover," "Recovered," "Recovery," or "Recoveries" means all monies paid to the Covered Person by way of judgment, settlement, or otherwise to compensate for all losses caused by the Injury or Sickness, whether or not said losses reflect medical or dental charges covered by the Plan. "Recoveries" further includes, but is not limited to, recoveries for medical or dental expenses, attorneys' fees, costs and expenses, pain and suffering, loss of consortium, wrongful death, lost wages and any other recovery of any form of damages or compensation whatsoever.

"Refund" means repayment to the Plan for medical or dental benefits that it has paid toward care and treatment of the Injury or Sickness.

"Subrogation" means the Plan's right to pursue and place a lien upon the Covered Person's claims for medical or dental charge against the other person.

"Third Party" means any Third Party including another person or a business entity.

**Recovery from Another Plan Under Which the Covered Person is Covered.** This right of Refund also applies when a Covered Person recovers under an uninsured or underinsured motorist plan (which will be treated as Third Party coverage when reimbursement or Subrogation is in order), homeowner's plan, renter's plan, medical malpractice plan or any liability plan.

**Rights of Plan Administrator.** The Plan Administrator has a right to request reports on and approve of all settlements.

## COBRA COINTINUATION OPTIONS

A federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), requires that most employers sponsoring a group health plan ("Plan") offer Employees and their families covered under their health plan the opportunity for a temporary extension of health coverage (called "COBRA continuation coverage") in certain instances where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of the rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator to Plan Participants who become Qualified Beneficiaries under COBRA.

**What is COBRA Continuation Coverage?** COBRA continuation coverage is group health plan coverage that an employer must offer to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates for up to a statutory-mandated maximum period of time or until they become ineligible for COBRA continuation coverage, whichever occurs first. The right to COBRA continuation coverage is triggered by the occurrence of one of certain enumerated events that result in the loss of coverage under the terms of the employer's Plan (the "Qualifying Event"). The coverage must be identical to the Plan coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

**Who Is a Qualified Beneficiary?** In general, a Qualified Beneficiary is:

1. Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If however, an individual is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the Plan coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
2. Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage. If, however, an individual is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the Plan coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
3. A covered Employee who retired on or before the date of substantial elimination of Plan coverage which is the result of a bankruptcy proceeding under Title 11 of the U.S. Code with respect to the Employer, as is the Spouse, surviving Spouse or Dependent child of such a covered Employee if, on the day before the bankruptcy Qualifying Event, the Spouse, surviving Spouse or Dependent child was a beneficiary under the Plan.

The term "covered Employee" includes not only common-law employees (whether part-time or full-time) but also any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan (e.g., self-employed individuals, independent contractor, or corporate director).

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

**What is a Qualifying Event?** A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage.

1. The death of a covered Employee.
2. The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
3. The divorce or legal separation of a covered Employee from the Employee's Spouse.
4. A covered Employee's enrollment in any part of the Medicare program.
5. A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).
6. A proceeding in bankruptcy under Title 11 of the U.S. Code with respect to an Employer from whose employment a covered Employee retired at any time.

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event (or in the case of the bankruptcy of the Employer, any substantial elimination of coverage under the Plan occurring within 12 months before or after the date the bankruptcy proceeding commences), the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of the COBRA law are also met. Any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence if one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

**What is the Election Period and How Long Must it Last?** An election period is the time period within which the Qualified Beneficiary can elect COBRA continuation coverage under

the Employer's Plan. A Plan can condition availability of COBRA continuation coverage upon the timely election of such coverage. An election of COBRA continuation coverage is a timely election if it is made during the election period. The election period must begin not later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and must not end before the date that is 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage.

**Is a Covered Employee or Qualified Beneficiary Responsible for Informing the Plan Administrator of the Occurrence of a Qualifying Event?** In general, the Employer or Plan Administrator must determine when a Qualifying Event has occurred. However, each covered Employee or Qualified Beneficiary is responsible for notifying the Plan Administrator of the occurrence of a Qualifying Event that is:

1. A Dependent child's ceasing to be a Dependent child under the generally applicable requirements of the Plan.
2. The divorce or legal separation of the covered Employee.

The Plan is not required to offer the Qualified Beneficiary an opportunity to elect COBRA continuation coverage if the notice is not provided to the Plan Administrator within 60 days after the later of: the date of the Qualifying Event or the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event.

**Is a Waiver Before the End of the Election Period Effective to End a Qualified Beneficiary's Election Rights?** If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Employer or Plan Administrator, as applicable.

**When May a Qualified Beneficiary's COBRA Continuation Coverage be Terminated?** During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for a least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

1. The last day of the applicable maximum coverage period.
2. The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
3. The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
4. The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain an exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
5. The date, after the date of the election that the Qualified Beneficiary first enrolls in the Medicare program (either part A or part B, whichever occurs earlier).

6. In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
  - a. (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
  - b. the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

**What Are the Maximum Coverage Periods of COBRA Continuation Coverage?** The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below:

1. In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
2. In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:
  - a. 36 months after the date the covered Employee becomes enrolled in the Medicare program; or
  - b. 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
3. In the case of a bankruptcy Qualifying Event, the maximum coverage period of a Qualified Beneficiary who is the retired covered Employee, ends on the date of the retired covered Employee's death. The maximum coverage period for a Qualified Beneficiary who is the Spouse, surviving Spouse or Dependent Child of the retired covered Employee ends on the earlier of the date of the Qualified Beneficiary's death or the date that is 36 months after the death of the retired covered Employee.
4. In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.



5. In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

**Under What Circumstances Can the Maximum Coverage Period be Expanded?** If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event.

**How Does a Qualified Beneficiary Become Entitled to a Disability Extension?** A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage.

**Can a Plan Require Payment for COBRA Continuation Coverage?** Yes. For any period of COBRA continuation coverage, the Plan can require the payment of an amount that does not exceed 102% of the applicable premium except the Plan may require the payment of an amount that does not exceed 150% of the applicable premium for any period of COBRA continuation coverage covering a disabled Qualified Beneficiary that would not be required to be made available in the absence of a disability extension. A group health plan can terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made to the Plan with respect to that Qualified Beneficiary.

**Must the Plan Allow Payment for COBRA Continuation Coverage to be Made in Monthly Installments?** Yes. The Plan is also permitted to allow for payment at other intervals.

**What is Timely Payment for Payment for COBRA Continuation Coverage?** Timely Payment means a payment made to the Plan by the date that is 30 days after the first day of that period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan cannot require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is sent to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

**Must a Qualified Beneficiary be Given the Right to Enroll in a Conversion Health Plan at the End of the Maximum Coverage Period for COBRA Continuation Coverage?** If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan must, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

## **RESPONSIBILITIES FOR PLAN ADMINISTRATION**

### **PLAN ADMINISTRATOR**

DATS Trucking, Inc. Employee Benefit Plan is the benefit plan of DATS Trucking, Inc., the Plan Administrator, also called the Plan Sponsor. It is to be administered by the Plan Administrator in accordance with the provisions of ERISA. An individual may be appointed by DATS Trucking, Inc. to be Plan Administrator and serve at the convenience of the Employer. If the Plan Administrator resigns, dies or is otherwise removed from the position, DATS Trucking, Inc. shall appoint a new Plan Administrator as soon as reasonably possible.

The Plan Administrator shall administer this Plan in accordance with its terms and establish its policies, interpretations, practices, and procedures. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits, to decide disputes which may arise relative to a Plan participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all interested parties.

Service of legal process may be made upon the Plan Administrator.

### **DUTIES OF THE PLAN ADMINISTRATOR**

1. To administer the Plan in accordance with its terms.
2. To interpret the Plan, including the right to remedy possible ambiguities, inconsistencies, or omissions.
3. To decide disputes which may arise relative to a Plan Participant's rights.
4. To prescribe procedures for filing a claim for benefits and to review claim denials.
5. To Keep and maintain the Plan documents and all other records pertaining to the Plan.
6. To appoint a Claims Processor to pay claims.
7. To perform all necessary reporting as required by ERISA.
8. To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Sec. 609.
9. To delegate to any person or entity such powers, duties, and responsibilities as it deems appropriate.

### **PLAN ADMINISTRATOR COMPENSATION**

The Plan Administrator serves **without** compensation; however, all expenses for plan administration, including compensation for hired services, will be paid by the Plan.

## **FIDUCIARY**

A fiduciary exercises discretionary authority or control over management of the Plan or the disposition of its assets, renders investment advice to the Plan, or has discretionary authority or responsibility in the administration of the Plan.

## **FIDUCIARY DUTIES**

A fiduciary must carry out his or her duties and responsibilities for the purpose of providing benefits to the Employees and their Dependent(s), and defraying reasonable expenses of administering the Plan. These are duties which must be carried out:

- with care, skill, prudence, and diligence under the given circumstances that a prudent person, acting in a like capacity and familiar with such matters, would use in a similar situation;
- by diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and
- in accordance with the Plan documents to the extent that they agree with ERISA.

## **THE NAMED FIDUCIARY**

A “named fiduciary” is the one named in the Plan. A named fiduciary can appoint others to carry out fiduciary responsibilities (other than as a trustee) under the Plan. These other persons become fiduciaries themselves and are responsible for their acts under the Plan. To the extent that the named fiduciary allocates its responsibility to other persons, the named fiduciary shall not be liable for any act or omission of such person unless either:

- the named fiduciary has violated its stated duties under ERISA in appointing the fiduciary, establishing the procedures to appoint the fiduciary, or continuing either the appointment or the procedures; or
- the named fiduciary breached its fiduciary responsibility under Section 405(a) of ERISA.

## **CLAIMS PROCESSOR IS NOT A FIDUCIARY**

A Claims Processor is **not** a fiduciary under the Plan by virtue of paying claims in accordance with the Plan’s rules as established by the Plan Administrator.

## **COMPLIANCE WITH HIPAA PRIVACY STANDARDS**

Certain members of the Employer’s workforce perform services in connection with administration of the Plan. In order to perform these services, it is necessary for these employees from time to time to have access to Protected Health Information (as defined below).

Under the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the “Privacy Standards”), these employees are permitted to have such access subject to the following:

1. **General.** The Plan shall not disclose Protected Health Information to any member of the Employer’s workforce unless each of the conditions set out in this HIPAA Privacy

section is met. "Protected Health Information" shall have the same definition as set out in the Privacy Standards but generally shall mean individually identifiable health information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

2. **Permitted Uses and Disclosures.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken with respect to payment of premiums or contributions, or to determine or fulfill Plan responsibilities with respect to coverage, provision of benefits, or reimbursement for health care. "Health care operations" generally shall mean activities on behalf of the Plan that are related to quality assessment; evaluation, training or accreditation of health care providers; underwriting, premium rating, and other functions related to obtaining or renewing an insurance contract, including stop-loss insurance; medical review; legal services or auditing functions; or business planning, management and general administrative activities. Genetic information will not be used or disclosed for underwriting purposes.
3. **Authorized Employees.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for these persons to perform duties with respect to the Plan. For purposes of this HIPAA Privacy section, "members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer.
  - a. **Updates Required.** The Employer shall amend the Plan promptly with respect to any change in the members of its workforce who are authorized to receive Protected Health Information.
  - b. **Use and Disclosure Restricted.** An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.
  - c. **Resolution of Issues of Noncompliance.** In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by the Privacy Standards, the incident shall be reported to the privacy official. The privacy official shall take appropriate action, including:
    - i. Investigation of the incident to determine whether the breach occurred inadvertently, through negligence, or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
    - ii. Applying appropriate sanctions against the persons causing the breach, which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
    - iii. Mitigating any harm caused by the breach, to the extent practicable; and
    - iv. Documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

4. **Certification of Employer.** The Employer must provide certification to the Plan that it agrees to:
- a. Not use or further disclose the Protected Health Information other than as permitted or required by the Plan documents or as required by law;
  - b. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
  - c. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
  - d. Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures hereunder or required by law;
  - e. Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
  - f. Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
  - g. Make available the Protected Health Information required to provide any accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
  - h. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
  - i. If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose of which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information unfeasible; and
  - j. Ensure the adequate separation between the Plan and member of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards.
  - k. The following members of DATS Trucking, Inc.'s workforce are designated as authorized to receive Protected Health Information from DATS Trucking, Inc. Employee Benefit Plan ("the Plan") in order to perform their duties with respect to the Plan: Plan Administrator, and Human Resources Department, 321 North Old Highway 91, Hurricane, Utah 84737.

## **COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS**

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"), the Employer agrees to the following:

1. The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
2. The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
3. The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Compliance with HIPAA Privacy Standards provisions (3) Authorized Employees and (4) Certification of Employers described above.

## **CLERICAL ERROR**

Any clerical error by the Plan Administrator or an agent of the Plan Administrator in keeping pertinent records or a delay in making any changes will not invalidate coverage otherwise validly in force or continue coverage validly terminated. An equitable adjustment of contributions will be made when the error or delay is discovered.

If, due to a clerical error, an overpayment occurs in a Plan reimbursement amount, the Plan retains a contractual right to the overpayment. The person or institution receiving the overpayment will be required to return the incorrect amount of money. In the case of a Plan Participant, if it is requested, the amount of overpayment will be deducted from future benefits payable.

## **AMENDING AND TERMINATING THE PLAN**

If the Plan is terminated, the rights of the Plan Participants are limited to expenses incurred before termination.

The Employer intends to maintain this Plan indefinitely; however, it reserves the right, at any time, to amend, suspend, or terminate the Plan in whole or in part. This includes amending the benefits under the Plan or the Trust agreement (if any).

## **CERTAIN PLAN PARTICIPATION RIGHTS UNDER ERISA**

Plan Participants in this Plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA specifies that all Plan Participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office, all Plan documents and copies of all documents governing the Plan, including a copy of the latest annual report (form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

- Continue health care coverage for a Plan Participant, Spouse, or other dependents if there is a loss of coverage under the Plan as a result of a Qualifying Event. Employees or dependents may have to pay for such coverage.
- Review this summary plan description and the documents governing the Plan on the rules governing COBRA continuation coverage rights.
- The Employee or dependent should be provided a certificate of Creditable Coverage, free of charge, from the group health plan or health insurance issuer when coverage is lost under the plan, when a person becomes entitled to elect COBRA continuation coverage, when COBRA continuation coverage ceases, if a person requests it before losing coverage, or if a person requests in up to 24 months after losing coverage.

If a Plan Participant's claim for a benefit is denied or ignored, in whole or in part, the participant has a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps a Plan Participant can take to enforce the above rights. For instance, if a Plan Participant requests a copy of Plan documents or the latest annual report from the Plan and does not receive them within 30 days, he or she may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and to pay the Plan Participant up to \$110 a day until he or she receives the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If the Plan Participant has a claim for benefits which is denied or ignored, in whole or in part, the participant may file suit in state or federal court.

In addition, if a Plan Participant disagrees with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, he or she may file suit in federal court.

In addition to creating rights for Plan Participants, ERISA imposes obligations upon the individuals who are responsible for the operation of the Plan. The individuals who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the Plan Participants and their beneficiaries. No one, including the Employer or any other person, may fire a Plan Participant or otherwise discriminate against a Plan Participant in any way to prevent the Plan Participant from obtaining benefits under the Plan or from exercising his or her rights under ERISA.

If it should happen that the Plan fiduciaries misuse the Plan's money, or if a Plan Participant is discriminated against for asserting his or her rights, he or she may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the Plan Participant is successful, the court may order the person sued to pay these costs and fees, for example, if it finds the claim or suit to be frivolous.

If the Plan Participant has any questions about the Plan, he or she should contact the Plan Administrator. If the Plan Participant has any questions about this statement or his or her rights under ERISA, including COBRA or the Health Insurance Portability and Accountability Act (HIPAA), that Plan Participant should contact either the nearest area office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration at 200 Constitution Avenue, N.W., Washington, DC 20210.



## **PRIVACY POLICY**

The Plan Administrator and Claims Administrator respect the privacy of your Protected Health Information ("PHI"). We only use and disclose this type of information as permitted by law, in order to provide you with quality service and to administer our business functions. We do not use or disclose your information outside of the exceptions allowed by law.

**Sources of Information.** Some of the sources from which we gather your personal information are your application/enrollment form, transactions that you conduct with us, and claims and medical records received from health care providers.

**Disclosure of Information.** We may disclose your personal information to agents, health care providers, or service providers that perform business functions on our behalf. Examples of these types of functions are claims processing and utilization management. We obtain assurances from our service providers that they will also protect the privacy of your information. Personal information regarding a spouse or dependent children will also be disclosed to the insured employee (or the insured former employee) in the form of an explanation of benefits when a claim is processed. We will not disclose your PHI outside of our normal business functions unless we first obtain a written authorization from you.

**Security.** We maintain procedural, physical and electronic safeguards to protect the confidentiality of your personal information. Access to personal information is restricted to only those employees and service providers who need this information in order to provide products and services to you.

**Individual Rights.** You have the right to request restrictions on the uses and disclosures of your PHI, however, we are not required to agree to such restrictions. You have the right to inspect and copy your PHI and to request that corrections be made to such information. You have a right to an accounting of any disclosures that are made outside of the exceptions that are allowed by law.

**Complaint Procedure.** If you believe that your privacy rights have been violated, you may file a written complaint with the Plan Administrator, or with the Office of Civil Rights, Region VIII, U.S. Department of Health and Human Services, 1961 Stout Street, Room 1185 FOB, Denver, CO 80294-3538. The complaint must describe the violation that occurred, and must be filed within 180 days of the known date of violation. You will not be retaliated against for filing a complaint.

## **GENERAL PLAN INFORMATION**

### **TYPE OF ADMINISTRATION**

The Plan is a self-funded group health Plan and the administration is provided through a Third Party Claims Processor. The funding for the benefits is derived from the funds of the Employer and contributions made by covered Employees. The Plan is not insured.

### **PLAN NAME**

DATS Trucking, Inc. Employee Welfare Benefit Plan

### **PLAN NUMBER**

501

### **TAX ID NUMBER**

87-0459188

### **PLAN EFFECTIVE DATE**

January 1, 2001

### **PLAN YEAR ENDS**

December 31<sup>st</sup>

### **EMPLOYER INFORMATION**

DATS Trucking, Inc.  
321 North Old Highway 91  
Hurricane, UT 84737  
(435) 673-1886

### **PLAN ADMINISTRATOR**

Human Resources Department  
DATS Trucking, Inc.  
321 North Old Highway 91  
Hurricane, UT 84737  
(435) 673-1886

### **NAMED FIDUCIARY**

President  
DATS Trucking, Inc.  
321 North Old Highway 91  
Hurricane, UT 84737  
(435) 673-1886

## **AGENT FOR SERVICE OF LEGAL PROCESS**

President  
DATS Trucking, Inc.  
321 North Old Highway 91  
Hurricane, UT 84737  
(435) 673-1886

## **CLAIMS PROCESSOR**

WMI TPA, Inc.  
PO Box 572488  
Salt Lake City, UT 84157-2488  
(800) 748-5340

