

2019 UnitedHealthCare Retiree Medical Guide Medical Benefits Available to Union Pacific Retirees and their Dependents effective January 1, 2019 Please read this document carefully to become familiar with your healthcare benefits.

#### SUMMARY PLAN DESCRIPTION January 1, 2019

This booklet describes a covered person's rights and obligations under an employee welfare benefit plan established by Union Pacific Corporation, provided that the covered person is a participant of the Plan. It includes information about who is covered, the kinds of benefits provided, limitations or restrictions you should know about, and how to claim benefits. All of the details of this Plan are not provided. Union Pacific Corporation reserves the right to change or discontinue this Plan at any time for any reason. Similarly, a participating employer can take such actions with respect to its Retirees.

The benefits described herein are covered by provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA) – a federal law that governs the operation of employee benefit plans. It is important to understand some of the provisions of this law since they could affect you. This booklet is a covered person's Summary Plan Description for purposes of ERISA. A description of ERISA provisions is found in the ERISA section at the end of this booklet on page 164. This Summary Plan Description does not create a contract of employment.

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#### **INTRODUCTION**

This 2019 UnitedHealthcare Retiree Medical Guide (the "Guide") describes the healthcare benefits available to certain Union Pacific retirees and their Dependents through the Union Pacific Retiree Medical Program ("Plan" or "Retiree Medical Program") and reflects the Retiree Medical Program provisions in effect January 1, 2019 for those residing in a UHC Choice Plus Network. Technically, the Retiree Medical Program is part of the Union Pacific Corporation Group Health Plan ("UPC Group Health Plan"), but Retiree Medical Program benefits are offered only to Union Pacific retirees (and their Dependents) who satisfy the Retiree Medical Program is intended to be a 'retiree only' plan described in section 732(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and section 9831(a) of the Internal Revenue Code of 1986, as amended (the "Code") as a plan that, as of January 1, 2019, has less than 2 participants who are current employees. Included are eligibility information, available benefits, limitations and restrictions you should be aware of, and information regarding how to claim your benefits.

It is important to note that the benefits provided are covered by provisions of ERISA, a federal law which governs the operation of employee benefit plans. ERISA requires that you receive an easily understood description of your benefits (a "Summary Plan Description"). The Summary Plan Description for the Retiree Medical Program consists of this document, together with the 2019 BlueCross/BlueShield (BCBS) HDHP PPO Retiree Medical Guide and the documents pertaining to the medical programs offered to certain retirees of Alton & Southern Railroad (whose benefit rights under the Plan are described in those documents).

This document, together with the 2019 BlueCross/BlueShield (BCBS) HDHP Retiree Medical Guide and the documents pertaining to the medical programs provided to certain retirees of Alton & Southern Railroad, also serve as the official plan document and will help you understand your benefits, as well as your rights under the Plan and ERISA. For more information concerning your ERISA rights, see the ERISA section of this document.

While Union Pacific Corporation ("Company") intends to continue the Plan indefinitely, it reserves the right to terminate or amend the Plan for any reason. If the Company, acting through its senior human resources officer or such officer with similar authority, terminates or amends the Plan, benefits under the Plan for retirees will cease or change. The Company may also increase the required retiree contributions at any time. Similarly, a participating employer can take such actions with respect to its retirees. Reasonable efforts will be made to provide Plan participants with notice of any such change.

Note that the terms "you" and "your" throughout this Guide refer to the retiree and all Dependents covered under the Plan, except where otherwise indicated. The "Glossary" section on page 175 is an important reference tool designed to help you

understand how the Plan works. Also, you will find definitions of other terms in the various sections of this Guide.

#### PLAN PARTICIPATION

#### Eligibility for Benefits at Retirement (Retirement Prior To January 1, 1992): If

you retired prior to January 1, 1992, and either were not eligible to continue participation in the Plan after retirement or were eligible but declined such participation, you may not elect to participate now (the exception being for those events as described in the "Special Enrollment Periods" section shown below).

# Eligibility for Benefits at Retirement (Retirement On or After January 1, 1992): IF:

- You participate in the Union Pacific Corporation Flexible Benefits Program immediately before you terminate employment,
- **AND** you do not elect COBRA continuation coverage with respect to your active employee medical coverage under the Union Pacific Corporation Group Health Plan (or your surviving Spouse did not elect COBRA coverage, if such active employee medical coverage terminated because of your death),
- **AND** upon termination of employment you are at least age 65, or at least age 55 with 10 years of vesting service (or "deemed vesting service,"\* as applicable), under a qualified pension plan sponsored by Union Pacific Corporation or any of its subsidiaries participating in the Corporation's Flexible Benefits Program,
- **AND**, your original hire date with:
  - a. Union Pacific Corporation; or
  - any Union Pacific affiliate that was a participating employer in the Union Pacific Corporation Flexible Benefits Program on December 31, 2003,

was before January 1, 2004

**THEN** you are eligible to participate in the Retiree Medical Program. Your surviving Spouse is eligible to participate in the Retiree Medical Program if the above requirements are satisfied after substituting the terms 'die' and 'when you die' for 'terminate employment' and 'upon termination of employment', respectively, where they appear in the above requirements.

\*If you terminate employment after attaining at least age 55, but prior to attaining age 65 and were never a participant in a qualified pension plan sponsored by Union Pacific Corporation or any of its affiliates participating in the Flexible Benefits Program, years of "vesting service" will equal your "years of deemed vesting service", which is calculated as if you were a participant in the Pension Plan for Salaried Employees of Union Pacific Corporation and Affiliates ("UPC Pension

Plan") and in accordance with the UPC Pension Plan's vesting rules in effect on the date of your retirement.

# Eligibility for Benefits at Retirement (Former Southern Pacific Retirees Retiring Before January 1, 1998):

If you retired prior to January 1, 1998 from Southern Pacific and were eligible and elected retiree medical coverage, you are eligible to participate in the Retiree Medical Program. If you retired prior to January 1, 1998, and either were not eligible to continue participation in the Plan after retirement or were eligible but declined such participation, you may not elect to participate now (the exception being for those events as described in the "Special Enrollment Periods" section shown below).

#### **Retiree Coverage Election:**

At the time you retire from Union Pacific, you must elect within 30 days of your retirement to begin Retiree Medical Program coverage or you will waive your right to this coverage and will not be allowed to enter the Plan at a later date, except as described in the section entitled "Special Enrollment Periods" shown below.

#### **Special Enrollment Periods:**

Regardless of whether you retired before or after January 1, 1992, if you were eligible to elect Retiree Medical Program coverage and waived your right to do so, you may later enroll yourself if the conditions described in either A. or B. are met:

- A. Loss of Eligibility for Other Coverage.
  - 1. You were covered under a group health plan or health insurance coverage at the time coverage under this Plan was previously offered to you;
  - 2. Your coverage was terminated as a result of loss of eligibility for the coverage (including legal separation, divorce, annulment, death, termination of employment, eligibility for Medicare, or reduction in the number of hours of employment), or the employer's contributions were terminated, or your coverage under COBRA was exhausted, or you lost eligibility for coverage due to a relocation; and
  - 3. You request enrollment of yourself in this Plan not later than 30 days after the date of loss of coverage, or the employer's contributions were terminated, or exhaustion of COBRA coverage or lost eligibility due to your relocation.
- B. No Longer Enrolled as a Dependent under Active Employee Coverage.
  - 1. You were enrolled in Union Pacific active nonagreement employee medical coverage under the Union Pacific Corporation Group Health Plan as a Dependent of your Spouse (as such terms are defined in the Union Pacific Corporation Group Health Plan) at the time coverage under this Plan was previously offered to you;
  - 2. Your Spouse had an annual open enrollment election right with respect to the Union Pacific Corporation Group Health Plan and elected not to enroll you in medical coverage under the Union Pacific

Corporation Group Health Plan as his/her Dependent for the Calendar Year for which the open enrollment election was made; and

3. You request enrollment of yourself in this Plan not later than 30 days after the date you are no longer enrolled in Union Pacific active nonagreement employee medical coverage under the Union Pacific Corporation Group Health Plan as a Dependent of your Spouse.

In addition, your surviving Spouse may later enroll in the Plan if all of the following conditions are met:

- 1. You retired on or after January 1, 1999 and were eligible to elect Retiree Medical Program coverage, but either waived your right to do so or elected Retiree Only coverage;
- 2. Your surviving Spouse was covered under a group health plan or health insurance coverage at the time coverage under this Plan was previously offered to you;
- 3. Your surviving Spouse's coverage was terminated as a result of loss of eligibility for the coverage (including death, termination of employment, eligibility for Medicare, or reduction in the number of hours of employment), or the employer's contributions were terminated, or coverage under COBRA was exhausted; and
- 4. Your surviving Spouse requests enrollment in this Plan not later than 30 days after the date of loss of coverage, or the employer's contributions were terminated, or exhaustion of COBRA coverage.

When your surviving Spouse enrolls, he or she also may enroll your Child who meets the definition of a covered Dependent disregarding your death.

Addition of Dependents after Retirement: Except in the case when your surviving Spouse enrolls as described above and as provided below, only Dependents you enroll at the time you elect Retiree Medical Program coverage will receive coverage. However, you may later enroll an eligible Dependent (if you are enrolled) if all of the following conditions are met:

- 1. Your Dependent was covered under a group health plan or health insurance coverage at the time coverage under this Plan was previously offered to you; and
- 2. Your Dependent's coverage was terminated as a result of loss of eligibility for the coverage (including legal separation, divorce, death, termination of employment, reduction in the number of hours of employment), or the employer's contributions towards such coverage were terminated, or your Dependent's coverage under COBRA was exhausted; and
- 3. You requested enrollment of your Dependent in this Plan not later than 30 days after the date of loss of coverage, exhaustion of COBRA, or the employer's contributions were terminated.

In addition, if you are enrolled in the Plan (or were eligible to enroll in the Plan at retirement from Union Pacific but failed to enroll during your enrollment period) and a person becomes a Dependent of yours through marriage, birth, adoption or placement for adoption, then you may enroll yourself, your spouse and your new Dependent, provided you request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

**Effective Date of Coverage for Special Enrollment:** Enrollment in Retiree Medical Program coverage resulting from a birth, adoption, or placement for adoption of a Dependent Child will be effective as of the event date if notification is received within 30 days of the event. Enrollment in retiree medical plan coverage as a result of any other event described in this "Special Enrollment Periods" section will be effective on the first day of the month following the event date, if notification is received within 30 days of the event.

To request special enrollment or obtain more information, contact Union Pacific HR Services at (877) 275-8747.

Claims paid for Dependents who are found to be ineligible for coverage will be the responsibility of the retiree. Family Deductibles and annual out-of- pocket or other Plan limitations will also be recalculated and may cause further expense to the retiree.

#### **Coverage If You Relocate:**

If you have retiree medical coverage at your current location ZIP code, you will be enrolled in a new medical coverage program if you relocate and your current retiree medical coverage program is not available at your new location ZIP code.

You must notify Union Pacific HR Services of your new address within 30 days following your relocation. If your current retiree medical coverage program is not available at your new location, your retiree medical coverage will be as follows:

- If you are not Medicare-eligible, you will be enrolled in either the UHC HDHP PPO or the BCBS HDHP PPO, depending upon your residential address ZIP code at your new location, at the same level of coverage (i.e., single or family) received at your old location.
- If you are Medicare-eligible, your Retiree HRA coverage is not affected by your relocation. Your Dependents who are not Medicare-eligible, if any, will be enrolled in the UHC HDHP PPO or the BCBS HDHP PPO, depending upon your residential address ZIP code. (Note: If you have a Medicare Supplemental or Medicare Part D prescription plan you should notify the carrier for those plan(s) directly of any address changes.)
- If you previously waived coverage at your old location, you will not receive coverage at your new location unless you experience another event described in the 'Special Enrollment Period' section that would allow you to enroll in coverage.

Your new retiree medical coverage will be effective as soon as administratively practicable following your notification to Union Pacific HR Services of your relocation to a new address. Also, the contributions attributable to your new coverage will begin as soon as administratively practicable following your notification.

#### **Dependents:**

For purposes of the UHC HDHP PPO and Retiree HRA, the following definitions apply. For all other Retiree Medical Program coverages, all terms are defined pursuant to the Plan documents that govern the specific coverage.

- A "Dependent" means the retiree's Spouse, if not legally separated from the retiree, or the retiree's Child.
- A "Spouse" is the person with whom the retiree has entered into a valid marriage in accordance with the law of the jurisdiction in which the marriage between the retiree and such person is entered into, regardless of whether such marriage is recognized in the jurisdiction in which the retiree is domiciled. For purposes of eligibility under the Retiree Medical Program, a person who is the retiree's Spouse is no longer considered a Dependent on the date a decree of divorce, legal separation or annulment between the retiree and his or her Spouse is entered by a court.

A Spouse does not include an individual with whom the retiree has entered into a registered domestic partnership, civil union or other formal relationship recognized under state law that is not denominated as a marriage under the law of the state in which such relationship is established.

- A "Child" is one of the following:
  - 1. An individual (son, stepson, daughter, or stepdaughter) who is directly related to the retiree by blood, adoption (or placement for adoption), or marriage, or who is a foster child placed with the retiree by an authorized placement agency or by judgment, order, or decree of any court of competent jurisdiction, and who is under age 26.
  - 2. An unmarried individual not described in 1, above, who satisfies both a) and b), below:
    - a) Such individual is under age 26, and
    - b) The individual's principal place of residence is the retiree's home and the retiree expects to claim the individual as a dependent on his/her federal income tax return for the Calendar Year. (For information regarding whether an individual may be claimed as your dependent, please see the instructions for IRS Form 1040 or consult your personal tax advisor.)
  - 3. An individual for whom the retiree is required to enroll the individual pursuant to a Qualified Medical Child Support Order (QMCSO).
  - 4. A Disabled Child.
- A "Disabled Child" means an unmarried Child described in paragraph 1 or 2 of the definition of Child above (without regard to the Child's age but otherwise subject to all other applicable eligibility requirements) who is not

self-supporting due to physical handicap, mental handicap, or mental retardation. A Child who is not self- supporting must be mainly dependent on the retiree for care and support. Coverage is available for a Disabled Child on or after attaining age 26 if the Child was a covered Dependent on the day before the Child's 26th birthday and only for the period during which the disability and coverage continue without interruption. The retiree must submit proof to the Plan Administrator, when requested, that the Child meets these conditions at the time the Child attains the age of 26 and throughout the period in which coverage is provided.

- A "disability" of a "Disabled Child," means the Child's inability to perform normal activities of a person of like age or sex.
- A "Oualified Medical Child Support Order" or "OMCSO" means any judgment, order, or decree issued by a court of competent jurisdiction that provides Child support pursuant to a state domestic relations law or pursuant to an administrative proceeding authorized by state statute as described in section 1908 of the Social Security Act which provides for health benefit coverage of an alternate recipient. A QMCSO cannot require the Plan to provide any type or form of benefit or option not already provided under the Plan. The QMCSO must specify the name and address of the retiree and each alternate recipient, describe the coverage to be provided, identify the period for which the coverage is to be provided, and specify the plan to which the QMCSO applies. If you are required to enroll an alternate recipient pursuant to a QMCSO, your election under the Retiree Medical Program may be changed to provide coverage for such alternate recipient. Additional information, including a copy of guidelines for preparing and administering OMCSOs, may be obtained by calling Union Pacific HR Services at (877) 275- 8747, Monday through Friday, 9:00 AM to 5:00 PM Central Time, excluding holidays.

You are responsible for notifying Union Pacific HR Services at (877) 275-8747, within 30 days after an event that either allows an individual to be considered a Dependent (if you wish to enroll such Dependent in Retiree Medical Program coverage) or an event that disqualifies the individual from being considered a Dependent.

The Plan reserves the right to require documentation with respect to you and the individuals you elect to enroll in coverage, including but not limited to, social security numbers and evidence that such individuals satisfy the Plan's definition of Dependent.

#### Your Cost for Coverage:

The coverage under this Plan is contributory. This means that retirees must make contributions toward the cost of coverage.

#### WHEN COVERAGE ENDS

Coverage provided to you and/or your covered Dependents under the Retiree Medical Program described in this document will end as of the last day of the month in which:

- 1. You stop making any required contribution;
- 2. You are rehired and become eligible for medical benefits as an active employee;
- 3. Your Dependent no longer meets the definition of an eligible Dependent;
- 4. The Plan is terminated or amended in a manner that causes your coverage to end;
- 5. You die without a surviving Spouse covered by the Plan (unless your surviving Spouse has a right to later enroll in the Plan, as described in the Special Enrollment Periods section at the beginning of this document on page 9, and elects to do so); or
- 6. Your surviving Spouse covered by the Plan dies.

Notwithstanding #3 above, medical coverage provided to a Dependent on a Medically Necessary Leave of Absence\* will not terminate until the end of the month in which the earliest of the following events occurs:

- The date that is one year after the first day of the Medically Necessary Leave of Absence; or
- The date such individual is no longer an eligible Dependent for a reason other than being on a Medically Necessary Leave of Absence from a post-secondary educational institution.

\*A Medically Necessary Leave of Absence must be from an accredited postsecondary educational institution that the individual had been attending full-time in accordance with the institution's policies immediately before the first day of the leave of absence. A Medically Necessary Leave of Absence is a leave of absence that:

- Commences while the individual is suffering from a serious illness or injury;
- Is Medically Necessary;
- Results in the individual losing student status at the post-secondary educational institution the individual had been attending; and
- For which the Plan has received written certification by a treating Doctor of the individual which states that the individual is suffering from a serious illness or Injury and that the leave of absence (or other change of enrollment) is Medically Necessary. This certification must be provided to Union Pacific HR Services within 30 days of the commencement of the leave of absence.

It is the retiree's responsibility to provide notification within 30 days of any other event affecting the eligibility of a covered Dependent, such as attainment of age 26, commencing or ceasing a Medically Necessary Leave of Absence, or any other reason that would cause the individual to fail to be a Dependent.

#### **Continuation of Coverage:**

Your covered Spouse and Children who are your covered Dependents immediately prior to your death will not cease to be eligible Dependents solely by reason of your death. Assuming the Plan is not terminated or amended in a manner that causes coverage to end, your surviving covered Spouse and other covered Dependents will be permitted to continue Retiree Medical Program coverage after your death so long as they continue to make the required contributions and meet the definition of a covered Dependent disregarding your death. A Child of a deceased retiree who meets the definition of a covered Dependent will continue to be eligible as a Dependent of a surviving covered Spouse. If, upon the death of the retiree, there is no surviving covered Spouse, the Child may have rights to continue benefits under the Retiree Medical Program for up to 36 months under COBRA.

If your Dependent(s) lose healthcare coverage due to loss of eligibility, your Dependent(s) may have rights to continue benefits under the Retiree Medical Program for up to 36 months under COBRA.

#### **CONTINUATION OF COVERAGE UNDER COBRA**

#### Introduction:

This section contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage available under the Plan. This section generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should contact Union Pacific HR Services at (877) 275-8747.

**You may have other options available to you when you lose Plan coverage.** For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

#### What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific

qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your Spouse, and your Dependent Children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Generally under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage. However, see the "Retiree HRA for Medicare Eligible Retirees and Dependents" section on page 135 for special continuation of coverage rules applicable to the Retiree HRA.

If you are the Spouse of a retiree, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happen:

- Your Spouse dies; or
- You become divorced or legally separated from your Spouse.

Your Dependent Children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The covered parent dies;
- The parents become divorced or legally separated; or
- The Child stops being eligible for coverage under the Plan as a "Dependent Child."

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to Union Pacific Corporation and that bankruptcy results in the loss of Retiree Medical Program coverage of any retiree, the retiree will become a qualified beneficiary with respect to the bankruptcy.

The retiree's Spouse, surviving Spouse, and Dependent Children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

#### When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the death of the retiree or commencement of a proceeding in bankruptcy with respect to the employer, the employer must notify the Plan Administrator of the qualifying event.

#### You Must Give Notice of Other Qualifying Events:

For the other qualifying events (divorce or legal separation of the retiree and Spouse or a Dependent Child's losing eligibility for coverage as a Dependent Child), you must notify the Plan Administrator within 60 days of the date on which coverage would end under the Plan because of the qualifying event. You must provide this notice by calling Union Pacific HR Services at (877) 275-8747. When providing this notice, you must provide your name, employee ID or Social Security number, a

description of the qualifying event, the date the qualifying event occurred, and the names of the individual(s) losing coverage as a result of the qualifying event. The retiree, Spouse or Dependent, or any person representing any of these individuals can provide this notification. Notification by the retiree, Spouse, or Dependent (or their representative) will satisfy this notification requirement with respect to all individuals who will lose coverage because of the qualifying event.

#### How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. COBRA continuation coverage and the applicable notice period will commence with the date of loss of coverage as a result of the qualifying event. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. A qualified beneficiary must make a COBRA election no more than 60 days after receiving the Plan Administrator's notice of the right to elect COBRA. Covered retirees may elect COBRA continuation coverage on behalf of their Spouses, and parents may elect COBRA continuation coverage on behalf of their Children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the retiree, your divorce or legal separation, or a Dependent Child's losing eligibility as a Dependent Child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is a proceeding in bankruptcy, COBRA continuation coverage for the retiree lasts for the retiree's lifetime and COBRA continuation coverage for the retiree's Spouse and Dependent Children may continue for 36 months after the retiree's death, if they survive the retiree. If the retiree is not living at the time of the proceeding in bankruptcy, but the retiree's surviving Spouse is covered by the Plan, COBRA continuation coverage lasts for the surviving Spouse's lifetime.

**Premium for COBRA Continuation Coverage:** You will be notified as to the amount of your required premium when you receive the notice of your right to continue coverage. The required premium is adjusted each Plan year to reflect actual and anticipated claims experience; thus, your required contribution may change during the continuation period. There is a grace period of 30 days from the premium due date for payment of the regularly scheduled premium. At the end of the continuation coverage period, you must be allowed to enroll in an individual conversion health plan provided under the Plan, if any.

#### **Termination of Continuation Coverage:**

The law provides that your continuation coverage may be cut short for any of the following reasons:

- 1. The employer no longer provides group health coverage to any of its retirees;
- 2. The premium for your continuation coverage is not paid within 30 days of the due date;
- 3. You become covered after the date you elect COBRA coverage under

another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition you may have; or

4. You become entitled to Medicare benefits.

You do not have to show that you are insurable to choose continuation coverage. However, continuation coverage under COBRA is provided subject to your eligibility for coverage. The Plan Administrator reserves the right to terminate your COBRA coverage retroactively if you are determined to be ineligible.

In no event will COBRA continuation coverage last beyond 3 years from the date coverage was lost under the Plan as a result of the qualifying event that originally made a qualified beneficiary eligible to elect coverage.

#### Are There Other Coverage Options Besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

#### If You Have Questions:

Questions concerning the Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area, visit the EBSA website at www.dol.gov/ebsa, or contact EBSA at (866) 444-3272. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

#### Keep Your Plan Informed of Address Changes:

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

#### **Plan Contact Information:**

For general information about the Plan and COBRA continuation coverage, you may contact Union Pacific HR Services, 1400 Douglas Street, STOP 0320, Omaha, NE 68179-0320, or at (877) 275-8747.

#### **COBRA Administration:**

Union Pacific Corporation has retained PayFlex Systems USA to provide certain COBRA services. In this capacity, PayFlex Systems USA handles notifications, eligibility transmittals, record keeping, and billing services. If you are currently

receiving COBRA continuation coverage or have questions about these services, please contact PayFlex Systems USA at the following address:

PayFlex Systems USA, Inc. Attn: Benefit Billing PO Box 953374 St. Louis, MO 63195-3374 Phone Number: (800) 359-3921

If you have any questions about your current COBRA coverage, please contact PayFlex Systems USA at (800) 359-3921. If you have additional benefit questions, call Union Pacific HR Services at (877) 275-8747. If you have changed marital status or you or your Dependents have changed addresses while receiving continuation of benefits under COBRA, you should notify PayFlex Systems USA.

#### MEDICAL COVERAGE PROGRAM TYPES: AN OVERVIEW

The medical coverage program offered to retirees and Dependents is provided in two different ways, depending upon a person's location and entitlement to Medicare. Whomever you elect to cover under the medical coverage program is considered a "Covered Person" for purposes of this Medical Care Program section of this document.

All coverage is self-insured by Union Pacific. This means that Union Pacific, not an insurance company, pays for Covered Health Services that are incurred and payable by the Plan. Union Pacific contracts with third parties to provide for administrative services, claims processing, network access, and related medical benefit support services for these self-insured medical arrangements. A brief overview of each coverage type is presented below.

#### **PPO Program:**

A Preferred Provider Organization (PPO) is a network of Providers who have agreed to charge discounted rates for medical services in exchange for increased business opportunity. If you are covered by a PPO program, you are given incentives to use PPO Providers. These incentives are in the form of lower Deductibles (the portion of the medical expense paid by you before the Plan begins to pay for healthcare services), higher Plan Coinsurance (the portion of the medical expense paid by the Plan after the Deductible has been met), and lower Coinsurance Maximums. If you go outside the PPO Network for medical care, your expenses will be greater.

The PPO networks used by the Retiree Medical Program are the UHC "Choice Plus" network and the BCBS BlueCard Network. The network available to you depends on your home address ZIP code.

PPO Providers also have agreed to accept contracted rates for Covered Health Services as payments in full. PPO Providers also file claims for you. The claims processor typically pays the Provider directly and sends you a notice of payment that identifies what amount has been paid and what amount is your responsibility. This notice is often called an Explanation of Benefits (EOB). If you use a Provider outside of the PPO Network (also known as an Out-of-Network Provider), you will likely need to file the claim with your medical coverage program's claim administrator and the amount the Plan will pay for Covered Health Services will be based on the medical coverage program's Reasonable and Customary Charges for such services. The non-PPO Provider may bill you for the balance between his/her fee and the Reasonable and Customary Charges. This is known as "balance billing."

You can select the Doctors of your choice within the PPO Network. You do not need to select a Primary Care Physician (PCP) in order to receive benefits. Nonetheless, it is still recommended that you select and contact a Doctor prior to requiring medical services. The PPO will provide you, upon request and without charge, a list of Hospitals, Doctors, and other Providers affiliated with the PPO.

The UHC Choice Plus Preferred Provider Directory is available through the UHC website at <u>www.myuhc.com or</u> call (800) 331-4370 to request a printed copy.

Both the PPO offered by UnitedHealthcare and the PPO offered by BlueCross/Blue Shield of Nebraska are High Deductible Health Plans. A High Deductible Health Plan (HDHP) is a PPO designed to meet the requirements of a high deductible health plan under Internal Revenue Code section 223. As the name implies, an HDHP typically has a higher deductible than a PPO that is not designed to meet these requirements.

#### **Retiree HRA Program:**

A Retiree HRA is an account that you may use to reimburse yourself for certain medical, dental, and vision expenses that are otherwise not reimbursed or reimbursable from any other source. This includes premiums paid for Medicare coverage for you and your Medicare eligible dependents, including Medicare Part B premiums. If you do not use all of your Retiree HRA balance during the Calendar Year, any balance remaining is carried over and can be used to reimburse eligible expenses in a later Calendar Year. The Retiree HRA gives you considerable flexibility to manage your out-of-pocket medical, dental, and vision expenses.

#### MEDICAL COVERAGE PROGRAM COVERAGES

Retirees and their Dependents who are not Medicare eligible may enroll in one of the following programs:

- UHC HDHP PPO (administered by UnitedHealthcare).
- BCBS HDHP PPO (administered by BlueCross/BlueShield of Nebraska).

All non-Medicare eligible retirees will have either the UHC HDHP PPO Program (within the UHC Choice Plus Network) or the BCBS HDHP PPO Program (within the BlueCard Network) available to them, depending upon their residential address ZIP code, but not both. The UHC HDHP PPO is described in this 2019 UnitedHealthcare Retiree Medical Guide. The BCBS HDHP PPO is described in the 2019 BlueCross/BlueShield Retiree Medical Guide.

#### Retirees and their Dependents who are Medicare eligible may enroll in:

• Retiree HRA coverage (administered by ViaBenefits and described in this 2019 UnitedHealthcare Retiree Medical Guide)

#### **Retiree Transition HRA:**

Your participation in any of these programs is in addition to whatever coverage you may have under a Union Pacific Retiree Transition HRA.

The Retiree Transition HRA (administered by PayFlex) is different from the Retiree HRA administered by ViaBenefits. No additional amounts are being credited to Retiree Transition HRAs. You have coverage under a Retiree Transition HRA if:

- 1. Immediately before your retirement you were enrolled in the Union Pacific Corporation Flexible Benefits Program in a UnitedHealthcare or BlueCross/BlueShield medical option that included a Transition HRA feature and;
- 2. At the time such coverage under the Flexible Benefits Program ceased:
  - a) You did not elect to continue such coverage under COBRA;
  - b) You had a balance remaining in your Transition HRA (if you retired before January 1, 2008, formerly known as an HRA) on December 31, 2018; and
  - c) You have not waived Retiree Transition HRA benefits.

Retirees who qualify for a Retiree Transition HRA are mailed a separate document called the "Retiree Transition HRA Guide." Please consult this document for details about the Retiree Transition HRA Program. For information about the Retiree Transition HRA, you may also contact Union Pacific HR Services at (877) 275-8747.

#### Impact of Medicare on Medical Plan Coverage and Benefits:

Medicare Part A and Part B is the primary coverage for retirees and Spouses age 65 and above, or for under age 65 participants who have qualified for Medicare because of disability. If either the retiree or Spouse is Medicare- eligible, then Medicare is primary for Dependents age 65 and above or under age 65 if qualified for Medicare because of disability. You, your Spouse and other Dependents who are Medicare eligible are "Medicare Eligible Participants."

Retiree Medical Program coverage for Medicare Eligible Participants enrolled in the Union Pacific Retiree Medical Program consists of a Retiree Health Reimbursement Account ("Retiree HRA") administered by ViaBenefits. In addition, if during the Calendar Year you or your Dependent reach age 65, or otherwise become Medicare eligible, coverage under the UHC HDHP PPO (or BCBS HDHP PPO, as applicable) for the Medicare Eligible Participant(s) will cease and coverage for the Medicare

Eligible Participant will be provided by the Retiree HRA. This change in coverage will be effective the first of the month in which the Medicare Eligible Participant is eligible for Medicare coverage. A non-Medicare eligible participant will be covered under the UHC HDHP PPO or the BCBS HDHP PPO (depending on your residential address ZIP code) until he/she attains age 65 or otherwise becomes eligible for Medicare, assuming he/she otherwise remains eligible for Retiree Medical Program coverage. In addition, unreimbursed dental and vision care expenses incurred by a non-Medicare eligible participant may be reimbursed from the Retiree HRA.

For details regarding the Retiree HRA, see the "Retiree HRA for Medicare Eligible Retirees and Dependents" section on page 135 of this document.

#### Important Medicare Part D Coverage Note:

A Medicare Eligible Participant's enrollment in a Medicare Part D plan on or after September 1, 2009 will not result in the termination of coverage under the Union Pacific Retiree Medical Program. Medicare Eligible Participants who enrolled in Medicare Part D coverage effective prior to September 1, 2009 were terminated from the Union Pacific Retiree Medical Program and coverage will not be reinstated.

#### Discretionary Authority of Plan Administrator and Other Fiduciaries:

In carrying out their respective responsibilities under a medical coverage program and the Plan, the Plan Administrator and other plan fiduciaries and the third party claims administrator of the UHC HDHP PPO, the BCBS HDHP PPO, and the Retiree HRA shall have discretionary authority to determine facts, interpret and administer the terms of the medical coverage program, and to determine eligibility for and entitlement to plan benefits in accordance with the terms of the medical coverage program and the Plan.

Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

#### UNITEDHEALTHCARE HDHP PPO PROGRAM FOR RETIREES AND DEPENDENTS WHO ARE NOT MEDICARE ELIGIBLE

#### **Components:**

The UHC HDHP PPO Program consists of four components, and each component has its own network of Preferred Providers:

1. **PPO Network Benefits**: These benefits are self-insured by Union Pacific. Union Pacific has contracted with UnitedHealthcare Insurance Company to administer the UnitedHealthcare Choice Plus PPO Network ("UHC PPO Network") and to administer claims and medical management services. In this capacity, UnitedHealthcare has been granted discretionary authority to determine facts, interpret terms of the UHC HDHP PPO Program, and determine entitlement to plan benefits in accordance with the terms of the Plan.

- 2. Mental Health and Substance-Related and Addictive Disorders Treatment Benefits: These benefits are self-insured by Union Pacific and are administered by United Behavioral Health (UBH) (a/k/a Optum Behavioral Health). In this capacity, UBH has discretionary authority to determine facts, interpret the terms of Mental Health and Substance-Related and Addictive Disorders Treatment benefits, and determine entitlement to plan benefits in accordance with the terms of the Plan.
- 3. **Pharmacy Benefits**: These benefits are self-insured by Union Pacific and are administered by United Healthcare (UHC)/OptumRx. In this capacity, UHC/OptumRx has discretionary authority to determine facts, interpret the terms of the pharmacy benefits, and determine entitlement to plan benefits in accordance with the terms of the Plan.
- 4. Vision Care Benefits: These benefits enable you to pay discounted rates for exams, frames, and lenses at participating Providers. Union Pacific has contracted with EyeMed Vision Care to administer the vision care benefits. EyeMed has discretionary authority to determine facts, interpret the terms of the vision care benefits, and determine entitlement to plan benefits in accordance with the terms of the Plan.

#### **Preferred Provider:**

The UHC HDHP PPO Program is offered through UHC's Choice Plus PPO Network. The pharmacy benefit is administered separately from the UHC PPO Network. The UHC PPO Network refers to the network of providers maintained by UHC for medical services and supplies. Also, UBH maintains its own network of Mental Health and Substance-Related and Addictive Disorders Treatment providers. A Preferred Provider is also referred to as a Network Provider or an In-Network Provider.

Similarly, a Non-Preferred Provider is also referred to as a non-Network Provider or an Out-of-Network Provider. You may view the online UnitedHealthcare Preferred Provider Directory available through the UHC website at <u>www.myuhc.com</u> or call (800) 331-4370 to request a printed copy.

The UHC HDHP PPO allows the designation of a primary care Provider. You have the right to designate any primary care Provider who participates in either the UHC PPO Network or UBH Preferred Provider Program and who is available to accept you or your covered Dependent(s). For Children, you may designate a pediatrician as the primary care Provider. For information on how to select a primary care Provider, and for a list of the participating primary care Providers, contact UHC's Customer Service at (800) 331-4370.

You do not need Prior Authorization from the UHC HDHP PPO or from any other person (including a primary care Provider) in order to obtain access to obstetrical or gynecological care from a health care professional in the UHC PPO Network who specializes obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining Prior Authorization for certain services, following a pre- approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact UHC's Customer Service at (800) 331-4370.

It is the retiree or Dependent's responsibility to verify that his/her provider is a Preferred Provider for each visit to ensure that the status of the provider has not changed. If the provider's status has changed and is no longer in the UHC PPO Network or UBH Preferred Provider Program, out-of-network criteria will apply.

UnitedHealthcare and UBH maintain their own networks of providers and are solely responsible for the selection, credentialing, and monitoring of their providers. However, neither UnitedHealthcare nor UBH assure the quality of the services provided. All providers selected by UnitedHealthcare and United Behavioral Health are independent contractors.

To the extent an item or service is otherwise a Covered Health Service under the Plan, and consistent with reasonable medical management techniques specified under the Plan with respect to the frequency, method, treatment or setting for an item or service, the Plan shall not discriminate based on a health care Provider's license or certification, to the extent the Provider is acting within the scope of the Provider's license or certification under applicable state law. This provision does not require the Plan to accept all types of providers into a Network.

Union Pacific and its participating subsidiaries do not guarantee the quality of care provided under the UHC PPO Network or UBH Preferred Provider Program. You are responsible for choosing a Doctor or Hospital for your care and determining the appropriate course of medical treatment. When using a Preferred Provider, you should bring along your Medical Identification Card.

How does the UHC PPO Network and UBH Preferred Provider Program add value? In areas where the UHC PPO Network or a provider in the UBH Preferred Provider Program is available, you will generally receive a higher level of Plan benefits when you obtain your services from a Preferred Provider. When a Preferred Provider is used, a lower Deductible applies. You will also receive a higher level of Plan Medical Coinsurance under the UHC HDHP PPO Program after the Deductible has been met. Further, the provider's bill will be at a contracted rate generally lower than rates charged by Non-Preferred Providers. By terms of the contract with UnitedHealthcare or UBH Preferred Providers accept the contracted rate as payment in full. Your portion of the Medical Coinsurance is calculated as a percent of the contracted rate.

If you are in an area where the UHC PPO Network or a provider in the UBH Preferred Provider Program is available and a Non-Preferred Provider is used, a higher Deductible will apply. You will receive lower Plan Medical Coinsurance after the Deductible under the UHC HDHP PPO Program is met and be subject to the provider's billing for the difference between his/her bill and the amount determined by UnitedHealthcare or UBH to be Reasonable and Customary. The lower Plan Medical Coinsurance will be calculated as a percent of the Reasonable and Customary amount. In addition, the Coinsurance Maximum will be higher if a Non-Preferred Provider is used.

# NOTE: SPECIAL PROVISIONS THAT APPLY TO PREFERRED PROVIDER NETWORKS

- Out-of-Network expenses may be covered at the In-Network level. • Even in the UHC PPO Network area, occasionally a provider in a particular specialty is not readily available. To accommodate these cases, whenever an In-Network provider is not available within a 30-mile radius of a retiree's residence, the retiree may use an Out-of-Network provider and still obtain the In-Network level of benefits (i.e., lower Deductibles and higher Plan Coinsurance, if applicable). Since the Out-of-Network provider does not have a contract with UnitedHealthcare, Plan Coinsurance will be based on Reasonable and Customary Charges. If an eligible Dependent does not reside with the retiree, his/her residence is deemed to be the same as the retiree's residence. However, to qualify for coverage of Out-of-Network expenses at the In-Network benefit level, the participant must contact UnitedHealthcare's Customer Service Department ((800) 331-4370) BEFORE services are rendered to verify that the Out-of-Network Doctor/specialist qualifies for coverage at the In-Network level and to facilitate the appropriate payment of applicable claim(s).
- Services performed by radiologists, anesthesiologists, pathologists, or laboratories. If a member receives inpatient care or outpatient surgery care from an In-Network Hospital or In-Network Ambulatory Surgical Center, the services performed by radiologists, anesthesiologists, pathologists, or laboratories will be considered In-Network for the purpose of determining Plan benefits. If the radiologists, anesthesiologists, pathologists, pathologists, or laboratories are members of the UHC PPO Network, In-Network benefits will be based on contracted rates. If the radiologists, anesthesiologists, anesthesiologists, pathologists, or laboratories are not members of the UHC PPO Network, In-Network, In-Network benefits will be based on billed charges.

Under certain circumstances, you will be required to notify UHC in order to avoid having your benefits reduced. See "Covered Health Services" on page 35 for additional information.

**How to Determine if a Provider is in the UHC PPO Network:** View the online UnitedHealthcare Preferred Provider Directory available through the UHC website at <u>www.myuhc.com</u> or call (800) 331-4370 to request a printed copy.

### Mental Health and Substance-Related and Addictive Disorders Treatment: Your

use of In-Network or Out-of-Network Mental Health and Substance-Related and Addictive Disorders Treatment providers determines the benefits available to you. Under certain circumstances, you will be required to notify UBH in order to avoid having your benefits reduced. (see section "Prior Authorization" on page 34 for additional information). You may call United Behavioral Health at (800) 331-4370 for a confidential referral to an appropriate clinician or to insure proper prior authorization of your behavioral healthcare.

**Pharmacy Benefits:** Pharmacy benefits are governed by whether you use In-Network Pharmacies (see section "Pharmacy Benefits" on page 108).

**Vision Care Benefits:** Vision care benefits are governed by whether you use participating vision care Providers (see section "Vision Care Benefits" on page 132).

#### **Plan Features:**

This section describes the following features of the UHC HDHP PPO Program: premium contribution, Deductibles, Coinsurance amount, PPO Provider charges, Reasonable and Customary limit for charges by non-PPO Providers, and the maximum lifetime benefit limit.

Note: Retirees and Dependents who are not Medicare eligible will have either the UHC HDHP PPO Program or the BCBS HDHP PPO Program available to them, depending on your residential address ZIP code, but not both.

**Cost Sharing**: "Cost sharing" is a term that refers to the ways in which the Plan and the retiree each pays for a portion of the cost of medical care coverage. Cost of medical coverage is shared through a combination of premium contributions and subsidies, as well as through pay-as-you-go Deductibles and/or Coinsurance.

**Premium Contribution:** You pay a portion of the cost of your medical coverage program in the form of a premium contribution, an after-tax deduction from your monthly pension check or you pay directly to Union Pacific. The amount of the premium contribution depends on your coverage level (Retiree Only or Family). If you are enrolled in the Retiree HRA and have one or more non-Medicare eligible Dependents enrolled in the UHC HDHP PPO, then your UHC HDHP PPO premium contribution will be the amount charged for Retiree Only coverage. The services of an actuary and/or underwriter are used to determine premiums for the UHC HDHP PPO Program.

**Deductible:** The Deductible is the amount you pay each year before expenses are paid by the Plan. Under the UHC HDHP PPO Program, there is a single Deductible for medical, including Mental Health and Substance-Related and Addictive Disorders Treatment and pharmacy expenses ("HDHP Deductible"). In a family, each covered individual must either satisfy the individual Deductible or a combination of covered family members must satisfy the family Deductible. The annual Deductible for a family is capped regardless of family size. The individual Deductible will be satisfied for all covered members of the family for the remainder of the Calendar Year once two or more members of your family incur expenses which together equal the family Deductible.

- For the UHC HDHP PPO Program, the amounts you pay for contracted rates with a Preferred Provider for Covered Health Services are applied against the HDHP Deductible. If a Non-Preferred Provider is used to receive Covered Health Services, only the amounts you pay for Reasonable and Customary Charges for Covered Health Services are applied against the HDHP Deductible.
- The amount paid at an In-Network Pharmacy for Prescription Drug Products on the Prescription Drug List (See the Pharmacy Benefits Defined Terms on page 129 for the definition of these terms) is applied against the HDHP Deductible. If you obtain a Prescription Drug Product from an Out-of-Network Retail Pharmacy, only the amount you pay up to the Predominant Reimbursement Rate for a Prescription Drug Product on the Prescription Drug List is applied against the HDHP Deductible. Medications not listed on the Prescription Drug List are excluded from coverage.
- Amounts paid for over-the-counter drugs and vision care Copayments do not count toward your HDHP Deductible.
- The UHC HDHP PPO Program has a higher HDHP Deductible to meet if Non-Preferred Providers are used. Any eligible expenses incurred will apply to either or both the In-Network and Out-of-Network HDHP Deductible amounts.

Specific Deductible features are presented in the Schedule of Benefits on page 30.

*Retire on a Date Other than January 1st:* If you were enrolled in a Medical Care Program Option (other than an HMO) under the Union Pacific Corporation Group Health Plan immediately before you retired, and you retire on a date other than January 1st of a Calendar Year and enroll in the UHC HDHP PPO, the amount already paid toward active employee Deductibles in the year in which you retire will be counted toward the Retiree Medical Program Deductible in the same Calendar Year.

**Coinsurance Amount:** Coinsurance is the percentage of the covered expenses for which benefits are payable under the UHC HDHP PPO Program after application of the HDHP Deductible and before you reaching the Coinsurance Maximum.

After the HDHP Deductible is met, the Plan pays a specified percentage of the Covered Health Services and Prescription Drug Products on the Prescription Drug List and you pay the remaining percentage, up to the Coinsurance Maximum.

• The Medical Coinsurance is a percentage of the contracted rate if a Preferred

Provider is used. If a Non-Preferred Provider is used, a lower percentage of the Reasonable and Customary Charges for Covered Health Services applies. Your medical Coinsurance payments are capped by the annual HDHP Coinsurance Maximum.

• The Pharmacy Coinsurance percentage depends on the Plan's Prescription Drug List. The member pays a smaller percentage for Tier- 1 (typically Generic drugs), a greater percentage for Tier-2 (typically preferred brandname drugs), and the highest percentage for Tier-3 (typically Non-Preferred brand name drugs). There is a per prescription Pharmacy Coinsurance payment equal to the lesser of actual costs or a minimum Pharmacy Coinsurance amount. In addition, the Pharmacy Coinsurance is a percentage of the Prescription Drug Cost if the prescription is dispensed by an In-Network Pharmacy. If an Out-of-Network Pharmacy is used, the Pharmacy Coinsurance is a percentage of the Prescription Drug Product's Predominant Reimbursement Rate. Per prescription Pharmacy Coinsurance payments are capped to lessen the burden of high cost drugs. Your Pharmacy Coinsurance payments are capped by the annual HDHP Coinsurance Maximum.

Specific Medical Coinsurance features are presented in the Schedule of Benefits on page 30.

Specific Pharmacy Coinsurance percentages, and per prescription minimum and maximum Pharmacy Coinsurance amounts are presented in the Schedule of Benefits on page 30.

**Coinsurance Maximum:** The Coinsurance Maximum is the amount you pay each year before the UHC HDHP PPO Program pays 100% of the contracted Preferred Provider rate or the Reasonable and Customary Charges for the rest of the Calendar Year for Covered Health Services ("Coinsurance Maximum" or "HDHP Coinsurance Maximum").

Under the UHC HDHP PPO Program, there is a single Coinsurance Maximum for medical, including mental healthcare and Substance use Disorder treatment, and pharmacy expenses. Once the applicable Coinsurance Maximum is met the UHC HDHP PPO Program pays 100% of the Prescription Drug Cost or Predominant Reimbursement Rate for Prescription Drug Products on the Prescription Drug List.

- Expenses above Reasonable and Customary Charges for Covered Health Services and the Predominant Reimbursement Rate for Prescription Drug Products do not count toward a Coinsurance Maximum.
- Expenses you pay to satisfy a Deductible do not count toward a Coinsurance Maximum.
- Any benefit reduction for not obtaining Prior Authorization from UHC or UBH as described in the "Prior Authorization Requirements" section on page 34 does not count toward the Coinsurance Maximum.

• Any expense incurred for any health service that is not a Covered Service does not count toward the Coinsurance Maximum.

In a family, each covered individual must either satisfy the individual Coinsurance Maximum or a combination of covered family members must satisfy the family Coinsurance Maximum. The annual Coinsurance Maximum for a family is capped regardless of family size. The individual Coinsurance Maximum will be satisfied for all covered family members of the family for the remainder of the Calendar Year once two or more members of your family incur expenses which together equal to the family Coinsurance Maximum. Specific Coinsurance Maximum features are presented in the Schedule of Benefits on page 30.

*Retire on a Date Other than January 1st:* If you were enrolled in a Medical Care Program Option (other than an HMO) under the Union Pacific Corporation Group Health Plan immediately before you retired, and you retire on a date other than January 1st of a Calendar Year and enroll in the UHC HDHP PPO, the Coinsurance amount already paid by you under your active medical coverage in the year in which you retire will be counted toward the Retiree Medical Program Coinsurance Maximum in the same Calendar Year.

**Provider Charges:** Your Provider will charge you a fee for medical services or supplies provided as part of your medical care. If the Provider is a Participating Provider, the fees will be at contracted rates, often at a considerable discount from fees otherwise charged to patients. Plan benefits are based on contracted rates whenever a Participating Provider is used. You will not be responsible for the difference between the amount your Participating Provider bills and the contracted rates.

When Covered Health Services are received from Out-of-Network providers as a result of an Emergency or as otherwise arranged through UHC or UBH, eligible expenses are the amounts billed by the provider, unless UHC or UBH negotiates lower rates. Charges for non-Emergency services received from Out-of-Network Providers are limited to the Reasonable and Customary amounts as determined by UnitedHealthcare or United Behavioral Health.

Eligible expenses for non-Emergency services received from Out-of-Network Providers are determined by UnitedHealthcare or United Behavioral Health at the billed rate up to the Reasonable and Customary limit. If the Provider is not a Participating Provider, the Plan will only consider the fees up to a Reasonable and Customary amount. The Out-of-Network Provider may bill you for the balance between his/her fee and the amount determined by UnitedHealthcare or United Behavioral Health to be Reasonable and Customary. This practice is known as "balance billing." Amounts charged above Reasonable and Customary limits are not "covered" expenses and do not count toward the Deductible or Coinsurance Maximum. To save money and time, you should use an In-Network Provider whenever possible to:

- Receive contracted rates, often at a substantial discount,
- Avoid "balance billing," and
- Eliminate claim forms.

**Reasonable and Customary:** Reasonable and Customary charges are the charges for Covered Health Services which are determined solely in accordance with UnitedHealthcare's or United Behavioral Health's reimbursement policy guidelines. The reimbursement policy guidelines are developed, at UnitedHealthcare's or United Behavioral Health's discretion, following evaluation and validation of all Provider billings in accordance with one or more of the following methodologies:

- As indicated in the most recent edition of the Current Procedural Terminology (CPT), a publication of the American Medical Association.
- As reported by generally recognized professionals or publications.
- As used for Medicare.
- As determined by medical staff and outside medical Consultants pursuant to other appropriate source or determination that UnitedHealthcare or United Behavioral Health accepts.

**Maximum Lifetime Benefit:** The Maximum Lifetime Benefit for Covered Health Services, including Mental Health and Substance-Related and Addictive Disorders Treatment services, for retirees and their Dependents is \$2,000,000 per person beginning with expenses paid by the Plan once you have retired (i.e., expenses paid while covered as an active employee are not included). Amounts for outpatient pharmacy benefits paid by the Plan are not counted towards the Maximum Lifetime Benefit for Covered Health Services.

# Note: Additional limitations that apply to specific benefits are described throughout this Guide.

#### Plan Benefits Offered – Schedule of Benefits:

Benefits are payable under the UHC HDHP PPO Program for Covered Health Services and supplies performed or prescribed by a Doctor, which are deemed Medically Necessary as determined by UnitedHealthcare for medical services, medical supplies, and/or prescription drugs or Medically Necessary by United Behavioral Health for Mental Health and Substance-Related and Addictive Disorders Treatment. Such services and supplies must be provided while coverage is in effect.

The following table provides an overview of the UHC HDHP PPO Program. Certain limitations and exclusions may apply. It is important that you refer to the provisions that follow for details about your benefits.

SCHEDULE OF BENEFITS UHC HDHP PPO					
Plan Feature	In-Network	Out-of-Network			
Medical Care, Mental Health & Substance-Related & Addictive Disorder Treatme					
Annual HDHP					
Deductible					
<ul> <li>Individual</li> </ul>	\$2,800	\$5,600			
Family: 2+ Persons	\$5,600	\$11,200			
	Note: The Annual HDHP Deductible applies to both Medical and				
•	ust be met before the Plan pay				
	nce Maximum also applies to b	oth Medical			
and Pharmacy benefits.					
Plan/Retiree Medical					
Coinsurance after					
HDHP Deductible		10			
<ul> <li>Plan pays</li> </ul>	80%	60%			
• You pay	20%	40%			
HDHP Coinsurance					
Maximum (Your annual					
Limit after HDHP					
Deductible) Individual	\$2,000	\$ 5 800			
	\$2,900 \$5,800	\$ 5,800 \$11,600			
Family: 2+ Persons	\$5,800	\$11,000			
<b>Preventive Care</b> (As outlined under "Health	$\mathbf{D}_{\mathbf{r}}$ is the 1000/	No hanafita ant			
	Paid at 100%	No benefits are			
Management Programs,"		paid for an Out-of-Network			
page 87 and "Preventive Pharmacy Panafits"		Out-of-Network Provider			
Pharmacy Benefits", page 119)		Provider			
10					
Maximum Lifetime Benefit (Combined)	\$2,000,000 Per 1	Person			

SCHEDULE OF BENEFITS UHC HDHP PPO				
Pharmacy Program				
Retail (Up to 31-day	Pharmacy Coinsurance Percentage**			
supply)*	(\$10 minimum,*** \$100 maximum Retiree			
Retiree Retail	Pharmacy Coinsurance payment per prescription)			
Pharmacy Coinsurance				
after HDHP Deductible				
You pay:				
Tier 1 – Generic	20%			
Tier 2 – Preferred	30%			
Tier 3 – Non-Preferred	40%			
Mail Order (Up to 90-	Pharmacy Coinsurance Percentage**			
day supply)	(\$25 minimum,*** \$150 maximum Retiree			
Retiree Mail Order	Pharmacy Coinsurance payment per prescription)			
Pharmacy Coinsurance				
after HDHP Deductible				
You pay:				
Tier 1 – Generic	15%			
Tier 2 – Preferred	25%			
Tier 3 – Non-Preferred	40%			
*Certain generic drugs may	*Certain generic drugs may be purchased at a Retail Pharmacy for a 90-day			
supply. Contact UnitedHealthcare for more information.				

\*\*Retiree Pharmacy Coinsurance counts towards the annual Coinsurance Maximum

\*\*\*If the actual cost of the drug is less than the stated minimum, the member will pay the actual drug cost.

Note: The Annual HDHP Deductible applies to both Medical and Pharmacy benefits and must be met before the Plan pays benefits.

#### Personal Health Support Program:

UHC provides the services outlined below within a program called Personal Health Support. The program is designed to deliver comprehensive, personalized care and services to you and your covered Dependents. You can engage with your Personal Health Support care team by calling the toll-free number listed on the back of your ID card.

Personal Health Support Nurses center their efforts on prevention, education, and closing any gaps in your care. The goal of the program is to ensure you receive the most appropriate and cost-effective health management services available.

If you are living with a chronic condition, dealing with complex healthcare needs, would like help improving your health, or simply have questions, you can work with a Nurse who will guide you through your healthcare journey. The Nurse will answer questions, explain options, identify your needs, and may refer you to specialized care programs. When you work with a Nurse, they will provide you with their telephone

number so you can call them with questions about your conditions, or your overall health and well-being.

The Personal Health Support program provides a broad set of services to help you and your covered family members access information and receive appropriate medical care. Program components and Prior Authorization requirements are subject to change without notice. The program consists of:

- Health management benefit questions, 24/7 symptom triage, provider navigation and appointment scheduling
- Case Management:
  - Admission counseling For upcoming inpatient Hospital admissions for certain conditions, a Nurse may call you to help answer your questions and to make sure you have the information and support you need for a successful recovery.
  - **Inpatient care management** If you are hospitalized, a Nurse will work with your Doctor to make sure you are getting the care you need and that your Doctor's treatment plan is being carried out effectively.
  - Readmission Management This serves as a bridge between the Hospital and your home if you are at high risk of being readmitted. After leaving the Hospital, if you have a certain chronic or complex condition, you may receive a phone call from a Personal Health Support Nurse to confirm that medications, needed equipment, or follow-up services are in place. The Personal Health Support Nurse will also share important health care information, reiterate and reinforce discharge instructions, and support a safe transition home.
  - **Risk Management** Designed for participants with certain chronic or complex conditions, this program addresses such health care needs as access to medical specialists, medication information, and coordination of equipment and supplies. Participants may receive a phone call from a Personal Health Support Nurse to discuss and share important health care information related to the participant's specific chronic or complex condition.
- Clinical Management services consisting of the following (described later in this Flex Guide in more detail):
  - Disease Management Asthma, COPD, Coronary Artery Disease, Congestive Heart Failure, and Diabetes
  - Maternity Support to take full advantage of this program, you are encouraged to enroll within the first 12 weeks of Pregnancy. You can enroll any time, up to your 34<sup>th</sup> week. To enroll, call the toll-free number on the back of your ID card.
  - Neonatal Services
  - Musculoskeletal Back and Joint Care
  - Kidney and End-Stage Renal Disease
  - Cancer and Other Complex Medical Conditions

You can access these services as you need by calling the toll-free number on your ID card to speak with your Personal Health Support care team. Note: If you have a medical emergency, call 911 instead of calling your Personal Health Support care team.

### **Prior Authorization Requirements**

Prior Authorization is required for certain Covered Health Services. In general, your In-Network physician and other In-Network providers are responsible for obtaining Prior Authorization before they provide these services to you. **There are some Covered Health Services provided by an In-Network provider, however, for which you are responsible for obtaining Prior Authorization – as indicated in the "Type of Service" column within the "Covered Health Services" section of this document.** When you choose to receive certain Covered Health Services from Out-of-Network providers, you are responsible for obtaining Prior Authorization before you receive those services or as soon as reasonably possible - as indicated in the "Type of Service" column within the "Covered Health Services" section. Note that your obligation to obtain Prior Authorization is also applicable when a Out-of-Network providers. If you choose to receive a service that has been determined not to be a Medically Necessary Covered Health Service, you will be responsible for paying all charges and no benefits will be paid.

**To obtain Prior Authorization, call the number on the back of your ID card.** This call starts the utilization review process. Once you have obtained the authorization, please review it carefully so that you understand what services have been authorized and what providers are authorized to deliver the services that are subject to the authorization.

The utilization review process is a set of formal techniques designed to monitor the use of, or evaluate the clinical necessity, appropriateness, efficacy, or efficiency of, health care services, procedures or settings. Such techniques may include ambulatory review, prospective review, second opinion, certification, concurrent review, case management, discharge planning, retrospective review or similar programs.

A Covered Person can appeal a Non-Coverage Determination by calling UHC and/or UBH: If the Covered Person or the Doctor does not agree with UHC's and/or UBH's non-coverage determination, it can be appealed. (See "Medical Claim Questions and Appeals" section on page 101.)

### **Definition of Covered Health Services**

**Covered Health Services** – those health services, including services, supplies or pharmaceutical products, which the Claims Administrator determines to be:

- Medically Necessary.
- Described as a Covered Health Service in this Guide.
- Provided to a Covered Person who meets the Plan's eligibility requirements, as described under "Plan Participation" section in this Guide.
- Not otherwise by the Plan.

#### Reduced Benefits for Failure To Follow Required Prior Authorization Procedures: When the required Prior Authorization procedures are followed, your benefits will be unaffected. However, except in the case of participating in a Clinical Trial, use of non-emergent air ambulance services or purchasing or renting Durable Medical Equipment and/or prosthetic devices greater than \$1,000, benefits for Covered Health Services determined by UHC and/or UBH to be Medically Necessary are reduced by \$300 if the Covered Person does not call UHC and/or UBH as required. This reduction is also referred to as a "penalty". This reduction in benefits or penalty will not apply to your Deductible, Coinsurance or Coinsurance Maximum. In the case of participating in a Clinical Trial, use of non-emergent air ambulance services or purchasing or renting Durable Medical Equipment and/or prosthetic devices greater than \$1,000, if Prior Authorization is not obtained, no benefit will be payable and you will be responsible for paying all charges.

*Emergency Care/Treatment:* Emergency care, including Emergency Mental Health and Substance-Related and Addictive Disorders Treatment, does not require a call to UHC and/or UBH before receiving treatment in order to determine whether services or supplies are a Covered Health Service. In an Emergency, calling UHC and/or UBH may result in a referral to an appropriate In-Network facility or provider for evaluation and treatment. If the Emergency care results in an inpatient hospitalization, UHC and/or UBH must be notified as soon as reasonably possible, to avoid any reduction in benefits.

#### Medical and Mental Health Covered Health Services

This section generally describes the Covered Health Services and limits that may apply to the benefits provided by the Retiree Medical Program which is administered by UHC and UBH. To obtain information about a specific medical service or supply, call UHC and/or UBH at (800) 331-4370.

This Plan does not claim to cover all medical expenses that you may incur. To be covered by the Plan, UHC and/or UBH must determine that the services and supplies are Medically Necessary and given for the diagnosis or treatment of an accidental Injury or illness. These requirements apply to the Retiree Medical Program and whether or not you receive services or supplies from participating or non-participating providers.

#### Important: You and your Doctor decide which services and supplies are provided, but this Plan only pays for Covered Health Services which are deemed Medically Necessary as defined below and determined by UHC and/or UBH.

**Medically Necessary** – provided for the purpose of preventing, evaluating, diagnosing or treating a Sickness, Injury, Mental Illness, substance-related and addictive disorders, condition, disease or its symptoms, that are all of the following as determined by the Claims Administrator or its designee, within the Claims Administrator's sole discretion. The services must be:

- In accordance with Generally Accepted Standards of Medical Practice.
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for your Sickness, Injury, Mental Illness, substance-related and addictive disorders, condition, disease or its symptoms.
- Not mainly for your convenience or that of your Doctor or other health care provider.
- Not more costly than an alternative drug, service(s) or supply that is at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of your Sickness, Injury, Mental Illness, substance-related and addictive disorders, disease or symptoms.

*Generally Accepted Standards of Medical Practice* are standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, relying primarily on controlled clinical trials, or, if not available, observational studies from more than one institution that suggest a causal relationship between the service or treatment and health outcomes.

If no credible scientific evidence is available, then standards that are based on Physician specialty society recommendations or professional standards of care may be considered. The Claims Administrator reserves the right to consult expert opinion in determining whether health care services are Medically Necessary. The decision to apply Physician specialty society recommendations, the choice of expert and the determination of when to use any such expert opinion, shall be within the Claims Administrator's sole discretion.

The Claims Administrator develops and maintains clinical policies that describe the *Generally Accepted Standards of Medical Practice* scientific evidence, prevailing medical standards and clinical guidelines supporting its determinations regarding specific services. These clinical policies (as developed by the Claims Administrator and revised from time to time), are available to Covered Persons on

[www.myuhc.com] or by calling the number on your ID card, and to Physicians and other health care professionals on UnitedHealthcareOnline.

## **COVERD HEALTH SERVICES**

Benefits paid for the Covered Health Services shown below depend on the network status of the Provider. What you pay and what the Plan pays is described in the "Schedule of Benefits" section starting on page 30.

If Prior Authorization for a Covered Health Service is required, the Covered Person is responsible for obtaining Prior Authorization if such services are provided by an Out-of-Network provider. If such services are provided by an In-Network provider, the provider is generally responsible for obtaining Prior Authorization. As indicated in the chart below, the Covered Person is also responsible for obtaining Prior Authorization for certain Covered Health Services provided by an In-Network provider.

Covered Health Services		
<b>Type of Service</b>	What's Covered	What's Not Covered
Acupuncture	Acupuncture services provided in	Acupuncture services by a non-
	an office setting by a provider	qualified provider or in excess
	who is practicing within the	of 20 visits per year.
	scope of his/her license (if state	
	license is available) or who is	
	certified by a national accrediting	
	body: Doctor of Medicine,	
	Doctor of Osteopathy,	
	Chiropractor, or Acupuncturist.	
	Limited to 20 visits per year.	
Allergy Care	Testing in a Doctor's office and	
	treatment (including injection	
	administered by a Nurse).	

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Anesthesia	Anesthesia and related services provided in connection with a covered surgical procedure.	For dental anesthesia services, no coverage for dentist professional fees.
	<ul> <li>Dental anesthesia fees and related facility fees at outpatient hospital, inpatient hospital or ambulatory surgical center for the following: <ul> <li>Children under the age of 8, or</li> <li>Developmentally disabled (any age) – the patient's physician will determine whether the patient qualifies as developmentally disabled.</li> </ul> </li> </ul>	
Audiologists	Charges by a licensed or certified audiologist for Doctor prescribed hearing evaluations to determine the location of a disease within the auditory system; for validation or organicity tests to confirm an organic hearing problem.	Charges for services relating to prescription hearing aids or basic hearing evaluations.

	Covered Health Servic	es
Type of Service	What's Covered	What's Not Covered
Breast Pumps Prior Authorization required if greater than \$1,000: If Out-of-Network provider, Covered Person must call UHC for Prior Authorization as soon as reasonably possible	<ul> <li>Preventive care Benefits defined under the Health Resources and Services Administration (HRSA) requirement include the cost of renting one breast pump per Pregnancy in conjunction with childbirth.</li> <li>Benefits for breast pumps also include the cost of purchasing one breast pump per Pregnancy in conjunction with childbirth.</li> <li>If more than one breast pump can meet your needs, Benefits are available only for the most cost effective pump.</li> <li>UnitedHealthcare will determine the following:</li> <li>Which pump is the most cost effective;</li> <li>Whether the pump should be purchased or rented;</li> <li>Duration of a rental; and</li> <li>Timing of an acquisition.</li> <li>Benefits are only available if breast pumps are obtained from a DME provider or Physician.</li> </ul>	
Breast Reconstruction Prior Authorization required: If Out-of-Network provider, Covered Person must call UHC for Prior Authorization five business days prior to services and must also notify UHC 24 hours prior to inpatient admission	Breast reconstruction required as a result of a mastectomy. Special Notice Regarding Mastectomies: If you or your Dependent receives a mastectomy, the covered benefits for the patient also include coverage for: 1) all stages of reconstruction of the breast on which the mastectomy has been performed, 2) surgery and reconstruction of the other breast to produce a symmetrical appearance,	Breast Reconstruction, other than in conjunction with a mastectomy, that does not meet the criteria established through the Prior Authorization process.

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Breast Reconstruction (Continued)	<ul> <li>3) prostheses including mastectomy bras and lymphedema stockings for the arm,</li> <li>4) treatment of physical complications in all stages of mastectomy, including lymphedemas,</li> <li>5) replacement of an existing breast implant if the initial breast implant followed mastectomy, and</li> <li>6) other services required by the Women's Health and Cancer Rights Act of 1998, including breast treatment of complications.</li> <li>Benefits payable will be determined in a manner in consultation with the attending Doctor and patient.</li> <li>Such coverage is subject to annual Deductibles, Coinsurance, and other provisions that are applicable to other benefits of the UHC Medical Options.</li> </ul>	
Breast Reduction Prior Authorization required: If Out-of-Network provider, Covered Person must call UHC for Prior Authorization five business days prior to services and must also notify UHC 24 hours prior to inpatient admission	<ul> <li>Breast reduction surgery is a Covered Service with documentation of the following functional impairments:</li> <li>Shoulder grooving or excoriation resulting from the brassiere shoulder straps, due to the weight of the breasts; AND</li> <li>Documentation from medical records of medical services related to complaints of the shoulder, neck or back pain attributable to macromastia.</li> </ul>	Breast reduction surgery is NOT a Covered Health Service when performed to improve appearance or for the purpose of improving athletic performance.

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Type of Service         Breast Reduction         (Continued)         Cardiac and         Pulmonary         Rehabilitation         Services	In addition, the surgery must be determined not to be cosmetic by UHC. Breast reduction surgery is covered when a reconstruction has been performed on the other breast (see Special Notice Regarding Mastectomies, above). Services must be performed by a licensed therapy provider under the direction of a Doctor. Benefits are available only for the rehabilitation services that are expected to result in significant physical	Memberships to health clubs or equipment to use at home are not covered. The Plan excludes any type of therapy, service or supply for the treatment of a condition which ceases to be therapeutic treatment and is
	improvement in the patient's condition within 2 months of the start of treatment. The primary intent is to improve the functional capacity of the heart and/or lungs and provide the necessary skills for self- monitoring of unsupervised exercise. Limited to 36 visits per year. Additional visits beyond the 36 visit limit may be available if Medically Necessary.	instead administered to maintain a level of functioning or to prevent a medical problem from occurring or reoccurring.
Chiropractic Care/Spinal Manipulation	Services of a spinal treatment specialist in the specialist's office for chiropractic and osteopathic manipulative therapy, including diagnosis and related treatment. Limited to 30 visits per Calendar Year.	Massage therapy is NOT covered. The Plan excludes treatment that ceases to be therapeutic and is instead administered to maintain a level of functioning or to prevent a medical problem from occurring or recurring.

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Clinical Trials	Benefits are available for routine	Routine costs for Clinical
	patient care costs incurred	Trials do not include:
Prior Authorization	during participation in a	• the Experimental or
required:	qualifying Clinical Trial for the	Investigational Service(s) or
	treatment of:	item. The only exceptions
If In-Network	• cancer or other life-	to this are:
provider, both the provider and	threatening disease or	• certain Category B
Covered Individual	condition. For purposes of	devices;
must call UHC for	this benefit, a life-	• certain promising
Prior Authorization	threatening disease or	interventions for
as soon as	condition is one from which	patients with terminal
reasonably possible	the likelihood of death is	illnesses; and
If Out of Matural	probable unless the course	• other items and services
If Out-of-Network provider, Covered	of the disease or condition	that meet specified
Person must call	is interrupted;	criteria in accordance
UHC for Prior	<ul> <li>cardiovascular disease</li> </ul>	with the Claims
Authorization as	(cardiac/stroke) which is not	Administrator's
soon as reasonably	life threatening, for which,	medical and drug
possible	as UnitedHealthcare	policies;
	determines, a Clinical Trial	<ul> <li>items and services provided</li> </ul>
	meets the qualifying	solely to satisfy data
	Clinical Trial criteria stated	collection and analysis
	below;	needs and that are not used
	<ul> <li>surgical musculoskeletal</li> </ul>	in the direct clinical
	disorders of the spine, hip	management of the patient;
	and knees, which are not	<ul> <li>a service that is clearly</li> </ul>
	life threatening, for which,	inconsistent with widely
	as UnitedHealthcare	accepted and established
	determines, a Clinical Trial	standards of care for a
	meets the qualifying	particular diagnosis; and
	Clinical Trial criteria stated	<ul> <li>items and services provided</li> </ul>
	below; and	by the research sponsors
	<ul> <li>other diseases or disorders</li> </ul>	free of charge for any
	• other diseases of disorders which are not life	person enrolled in the trial.
		person enroned in the trial.
	threatening for which, as UnitedHealthcare	You must obtain Authorization
	determines, a Clinical Trial	as soon as reasonably possible.
	meets the qualifying	If Authorization is not
	Clinical Trial criteria stated	obtained, you will be
	below.	responsible for paying all
	Benefits include the reasonable	
		charges and no benefits will be
	and necessary items and services	paid.
	used to prevent, diagnose and	
		l

Covered Health Services		
• •	What's Covered	What's Not Covered
Clinical Trials (Continued) Prior Authorization required: If In-Network provider, both the provider and Covered Individual must call UHC for Prior Authorization as soon as reasonably possible If Out-of-Network provider, Covered Person must call UHC for Prior Authorization as soon as reasonably possible		

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Clinical Trials (Continued) Prior Authorization required: If In-Network provider, both the provider and Covered Individual must call UHC for Prior Authorization as soon as reasonably possible If Out-of-Network provider, Covered Person must call UHC for Prior Authorization as soon as reasonably possible	<ul> <li>a cooperative group or center of any of the entities described above or the <i>Department of Defense (DOD)</i> or the <i>Veterans Administration (VA)</i>;</li> <li>a qualified non-governmental research entity identified in the guidelines issued by the <i>National Institutes of Health</i> for center support grants; or</li> <li>The <i>Department of Veterans Affairs</i>, the <i>Department of Defense</i> or the <i>Department of Energy</i> as long as the study or investigation has been reviewed and approved through a system of peer review that is determined by the <i>Secretary of Health and Human Services</i> to meet both of the following criteria:</li> <li>comparable to the system of peer review of studies and investigations used by the <i>National Institutes of Health</i>; and</li> <li>ensures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.</li> </ul>	

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Clinical Trials (Continued) Prior Authorization required: If In-Network provider, both the provider and Covered Individual must call UHC for Prior Authorization as soon as reasonably possible If Out-of-Network provider, Covered Person must call UHC for Prior Authorization as soon as reasonably possible	<ul> <li>The study or investigation is conducted under an investigational new drug application reviewed by the U.S. Food and Drug Administration;</li> <li>the study or investigation is a drug trial that is exempt from having such an investigational new drug application;</li> <li>the Clinical Trial must have a written protocol that describes a scientifically sound study and have been approved by all relevant institutional review boards (<i>IRBs</i>) before participants are enrolled in the trial. UnitedHealthcare may, at any time, request documentation about the trial; or</li> <li>the subject or purpose of the trial must be the evaluation of an item or service that meets the definition of a Covered Health Service and is not otherwise excluded under the Plan.</li> </ul>	
Cochlear Implant Prior Authorization required: If Out-of-Network	Covered if diagnosis of severe to profound bilateral sensorineural hearing loss and severely difficult speech discrimination, or post-lingual sensorineural deafness in an	
provider, Covered Person must call UHC for Prior Authorization five business days prior to services	adult.	

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Congenital Heart Disease Surgery Prior Authorization required: If Out-of-Network provider, Covered Person must call UHC for Prior Authorization as	See Surgery	
soon as reasonably possible		
Cosmetic Services Prior Authorization required: If Out-of-Network provider, Covered Person must call UHC for Prior Authorization five business days prior to services and must also notify UHC 24 hours prior to inpatient admission	<ul> <li>The following cosmetic procedures are covered, provided the procedure has been determined to be reconstructive rather than cosmetic:</li> <li>Correction of a congenital anomaly.</li> <li>Repair, following accidental injury or sickness.</li> <li>Reconstructive Surgery (See Surgery)</li> </ul>	Cosmetic services that do not meet the criteria listed will not be covered.
Dental Services	<ul> <li>The following services and supplies are covered only if needed because of accidental injury to natural teeth:</li> <li>Oral surgery</li> <li>Full or partial dentures</li> <li>Fixed bridgework</li> <li>Prompt repair to natural teeth</li> <li>Crowns</li> <li>Required anesthesia to perform covered dental services</li> <li>Accident/injury must have occurred while coverage is in effect.</li> </ul>	Dental services that are not a result of an accident. Dental damage that occurs as a result of normal activities of daily living or extraordinary use of teeth.

Covered Health Services		es
Type of Service	What's Covered	What's Not Covered
Dental Services	Dental treatment is covered only	
(Continued)	if needed because of accidental	
	injury to natural teeth. Services	
	must be:	
	• Provided by a Doctor of	
	Dental Surgery (DDS) or	
	Doctor of Medical	
	Dentistry (DMD).	
	• As a result of damage that	
	is severe enough that the	
	initial contact with the	
	Doctor or Dentist occurred	
	within 72 hours of the	
	accident.	
	Benefits are available only for	
	treatment of sound, natural	
	teeth.	
	The Dentist must certify that the	
	injury to the tooth was a virgin	
	or unrestored tooth; has no	
	decay, no filling on more than	
	two surfaces, no gum disease	
	associated with bone loss, no	
	root canal therapy, is not a	
	dental implant and functions	
	normally during chewing and	
	speech.	
	Services for final treatment to	
	repair the damage must be	
	started within 3 months of the	
	accident and completed within	
	12 months of the accident.	
Diabetic Supplies	Diabetic supplies including	
	syringes, test strips and lancets	
	are covered under the Pharmacy	
	Program (see page 108). Insulin	
	pump and Glucose Monitors are	
	covered under Durable Medical	
	Equipment.	

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Dialysis (See Therapeutic Outpatient) Prior Authorization required		
Disposable Medical Supplies	Must be prescribed by Doctor, including ostomy supplies.	Non-prescribed supplies.
Doctor Services	<ul> <li>Medical care and treatment</li> <li>by a Doctor including</li> <li>Hospital, office and home</li> <li>visits, and emergency room</li> <li>services. Covered Health</li> <li>Services received in a</li> <li>Doctor's office including: <ul> <li>Treatment of a</li> <li>sickness or injury.</li> <li>Preventive medical</li> <li>care.</li> </ul> </li> <li>Voluntary family</li> <li>planning.</li> <li>Well-baby and</li> <li>well-child care.</li> <li>Routine well woman</li> <li>examinations, including</li> <li>pap smears, pelvic</li> <li>examinations, and</li> <li>mammograms.</li> </ul> <li>Routine physical</li> <li>examinations, including hearing</li> <li>screenings.</li> <li>Immunizations.</li>	

Type of ServiceWhat's CoveredWhat's Not CoveredDurableBraces that stabilize an injured body part, including necessary adjustments to shoes to accommodate braces. Braces that treat curvature of the spine are covered under the DME benefit.Diabetesare covered under the DME benefit.Equipment)benefit.(Continued)The Plan also covers tubings, nasal cannulas, connectors and masks used in connection with DME. <i>Prior Authorization required if greater than \$1,000:</i> ME.If Out-of-Network provider, Covered Person must call UHC for Prior Authorization as soon as reasonably possibleA true Emergency is paid at the In-Network level regardless of the network status of the facility that provides the Emergency health services. A true Emergency is defined as a serious medical condition or symptom resulting from injury, sickness or mental illness which arises suddenly, and in the judgment of a reasonable person requires immediate care and treatment, generally received within 24 hours of onset, to avoid jeopardy to life or health.	Covered Health Servic		es
Medicalbody part, including necessaryEquipmentadjustments to shoes to(includingaccommodate braces. Bracesdurablethat treat curvature of the spineDiabetesare covered under the DMEEquipment)benefit.(Continued)The Plan also covers tubings,Prior Authorizationmasks used in connection withPrequired if greaterthe Networkprovider, CoveredPriorPerson must callUHC for PriorAuthorization assoon as reasonablysoon as reasonablyA true Emergency is paid at theIn-Network kevel regardless ofthe network status of the facilitythat provides the Emergencyhealth services. A trueEmergencyHealth services. A trueEmergency is suddention orsymptom resulting from injury,sickness or mental illness whicharises suddenly, and in thejudgment of a reasonable personrequires immediate care andtreatment, generally receivedwithin 24 hours of onset, toavoid jeopardy to life or health.avoid jeopardy to life or health.	Type of Service	What's Covered	What's Not Covered
Equipment (including durableadjustments to shoes to accommodate braces. Braces that treat curvature of the spine are covered under the DME benefit.Equipment) (Continued)The Plan also covers tubings, nasal cannulas, connectors and masks used in connection with DME. <i>Prior Authorization required if greater than \$1,000:</i> The Plan also covers tubings, nasal cannulas, connectors and masks used in connection with DME. <i>If Out-of-Network provider, Covered</i> <i>Person must call UHC for Prior Authorization as soon as reasonably</i> A true Emergency is paid at the In-Network level regardless of the network status of the facility that provides the Emergency health services. A true Emergency is defined as a serious medical condition or symptom resulting from injury, sickness or mental illness which arises suddenly, and in the judgment of a reasonable person requires immediate care and treatment, generally received within 24 hours of onset, to avoid jeopardy to life or health.	Durable	Braces that stabilize an injured	
(including durableaccommodate braces. Braces that treat curvature of the spine are covered under the DME benefit.Diabetes Equipment) (Continued)accommodate braces. Braces that treat curvature of the spine are covered under the DME benefit.Prior Authorization required if greater than \$1,000:The Plan also covers tubings, nasal cannulas, connectors and masks used in connection with DME.If Out-of-Network provider, Covered Person must call UHC for Prior Authorization as soon as reasonably possibleA true Emergency is paid at the In-Network level regardless of the network status of the facility that provides the Emergency health services. A true Emergency is defined as a serious medical condition or symptom resulting from injury, sickness or mental illness which arises suddenly, and in the judgment of a reasonable person requires immediate care and treatment, generally received within 24 hours of onset, to avoid jeopardy to life or health.	Medical	body part, including necessary	
durable Diabetes Equipment) (Continued)that treat curvature of the spine are covered under the DME benefit.Prior Authorization required if greater than \$1,000:The Plan also covers tubings, nasal cannulas, connectors and masks used in connection with DME.If Out-of-Network provider, Covered Person must call UHC for Prior Authorization as soon as reasonably possibleA true Emergency is paid at the In-Network level regardless of the network status of the facility that provides the Emergency health services. A true Emergency is defined as a serious medical condition or symptom resulting from injury, sickness or mental illness which arises suddenly, and in the judgment of a reasonable person requires immediate care and tratment, generally received within 24 hours of onset, to avoid jeopardy to life or health.	Equipment	adjustments to shoes to	
Diabetes Equipment) (Continued)are covered under the DMÉ benefit.Prior Authorization required if greater than \$1,000:The Plan also covers tubings, nasal cannulas, connectors and masks used in connection with DME.If Out-of-Network provider, Covered Person must call UHC for Prior Authorization as soon as reasonably possibleA true Emergency is paid at the In-Network level regardless of the network status of the facility that provides the Emergency health services. A true Emergency is defined as a serious medical condition or symptom resulting from injury, sickness or mental illness which arises suddenly, and in the judgment of a reasonable person requires immediate care and tratment, generally received within 24 hours of onset, to avoid jeopardy to life or health.	(including		
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as reasonably possible.		-	

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Enteral Nutrition	Defined as the delivery of nutrients in liquid form directly into the stomach, duodenum, or jejunum and used when the patient's condition precludes oral intake. Enteral nutrition is covered when it is the sole source of nutrition or when a certain nutritional formula treats inborn error of metabolism.	
Family Planning	See Reproductive Services.	
Gender Dysphoria	Non-surgical treatment: See Mental Health Services (page 59). Laboratory testing to monitor the safety of continuous hormone therapy. Hormone replacement therapy covered under the Pharmacy Program. Surgical treatment: See Surgery (page 72).	<ul> <li>Sperm preservation in advance of hormone treatment or gender surgery</li> <li>Cryopreservation of fertilized embryos</li> <li>Treatment received outside of the United States</li> </ul>
Hearing Care	Hearing screenings as part of a routine preventive office visit are covered under the Preventive Services Benefit.	Hearing aids, fittings, and replacement hearing aids are not covered.
<ul> <li>Home Healthcare</li> <li>Prior Authorization required:</li> <li>If Out-of-Network provider, Covered</li> <li>Person must call</li> <li>UHC for Prior</li> <li>Authorization five</li> <li>business days prior to the following services</li> <li>Nutritional</li> <li>Private duty nursing, and</li> <li>Skilled nursing</li> </ul>	Services received from a home health agency that are both ordered by a Doctor and provided by or supervised by a registered Nurse in your home. Benefits are available only when the home health agency services are provided on a part- time, intermittent schedule and when skilled home healthcare is required. Skilled home healthcare is skilled nursing, skilled teaching, and skilled rehabilitation services when the care:	Custodial care or care for the purpose of assisting with the activities of daily living, including (but not limited to) dressing, feeding, bathing, or transferring from a bed to a chair, are not covered. A service will not be determined to be "skilled" simply because there is not an available caregiver.

	Covered Health Servic	es
Type of Service	What's Covered	What's Not Covered
Home Healthcare (Continued) Prior Authorization required: If Out-of-Network provider, Covered Person must call UHC for Prior Authorization five business days prior to the following services • Nutritional • Private duty nursing, and • Skilled nursing	<ol> <li>Is administered or supervised by licensed technical or professional medical personnel in order to obtain the specified medical outcome and provide for the safety of the patient;</li> <li>Is ordered by the Doctor;</li> <li>Is not delivered for the purpose of assisting with the activities of daily living;</li> <li>Requires clinical training in order to be delivered safely and effectively; and</li> <li>Is not custodial care.</li> <li>UHC will decide if skilled home healthcare is required by reviewing both the skilled nature of the service and the need for Doctor-directed medical management. Limited to any combination of 40 In-Network and Out-of-Network visits per Calendar Year. One visit equals four hours of skilled care services.</li> </ol>	
Hospice Care Prior Authorization required <u>for</u> <u>inpatient admission</u> <u>only</u> : If Out-of-Network provider, Covered Person must call UHC for Prior Authorization five business days prior to services and must also notify UHC 24 hours prior to inpatient admission	Hospice care that is recommended by a Doctor. Hospice care is an integrated program that provides comfort and support services for the terminally ill. Hospice care includes physical, psychological, social and spiritual care for the terminally ill person, and for short-term grief counseling for immediate family members. Benefits are available when hospice care is received from a licensed hospice agency.	Volunteer services or services normally provided at no charge. Private duty nursing. Legal or financial advice. Counseling by clergy or any volunteer group not specifically rendered by and charged for by the hospice. Services provided by a person who lives in your home or who is a member of your immediate family.

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Hospice Care (Continued) Prior Authorization required <u>for</u> <u>inpatient admission</u> <u>only</u> : If Out-of-Network provider, Covered Person must call UHC for Prior Authorization five business days prior to services and must also notify UHC 24 hours prior to inpatient admission	<ul> <li>Up to 7 days of respite care;</li> <li>Physical, respiratory, or speech therapy; Services of a licensed nutritionist or dietician if needed as part of your hospice care;</li> <li>Local ambulance or special transport service between your home and the hospice facility;</li> <li>Other services which your Doctor and UHC determine to be Medically Necessary and which are provided through the hospice program, such as medical supplies, medicines, drugs, Doctor's services, and the rental or purchase of durable medical equipment, whichever is less expensive.</li> </ul>	
Hospital – Inpatient Stay Prior Authorization required: If Out-of-Network provider, Covered Person must call UHC for Prior Authorization five business days prior to services and must also notify UHC 24 hours prior to inpatient admission	<ul> <li>Benefits available for services and supplies (including room and board) received during the inpatient stay in a semi- private room (two or more beds).</li> <li>Private rooms are covered up to the highest semi- private room rate for that facility, except that the extra costs of a private room can be covered:</li> <li>1) When the Hospital is an all private room Hospital;</li> <li>2) When the Hospital's semi- private rooms are filled and only a private room is available;</li> <li>When a private room must be used to keep the patient isolated because of the patient's diagnosis.</li> </ul>	Charges over and above the highest semi- private room rate are not covered, except as noted in the adjacent covered benefits paragraph.

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Infertility	See Reproductive Services.	
Infertility – Assisted Reproductive Technology	See Reproductive Services.	
Inpatient Prescription Drugs	See Prescribed Drugs and Medicines within this Covered Health Services chart, below.	
Laboratory Services	Laboratory tests for diagnosis or treatment are covered expenses.	
Prior Authorization required for: • sleep studies		
If Out-of-Network provider, Covered Person must call UHC for Prior Authorization five business days prior to services		
Maternity Care	See Reproductive Services.	
Medical Supplies	Surgical supplies (such as bandages and dressings). Supplies provided during surgery or a diagnostic procedure is included in the overall cost for that surgery or diagnostic procedure. Blood or blood derivatives only if not donated or replaced. Ostomy supplies.	

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Mental Health Services Prior Authorization required for: • inpatient services (including services at a Residential Treatment facility), • Partial Hospitalization /Day Treatment, • Intensive Outpatient Treatment, • outpatient electro- convulsive treatment, • psychological testing, • extended outpatient treatment If Out-of-Network provider, Covered Person must call UHC and/or UBH for Prior Authorization as soon as reasonably possible	<ul> <li>basis in a Hospital or Alternate</li> <li>Facility, and those received on an outpatient basis in a provider's office or at an Alternate Facility.</li> <li>Benefits for Mental Health</li> <li>Services include: <ul> <li>mental health evaluations</li> </ul> </li> </ul>	<ul> <li>Wilderness therapy (including Outward bound wilderness camping, tall ship programs and other similar activities) is excluded under the Plan as it is Unproven and not Medically Necessary for the treatment of emotional, addiction, and/or psychological problems including, but not limited to: <ul> <li>Adjustment disorders</li> <li>Mood disorders</li> <li>Anxiety disorders</li> <li>Conduct disorders</li> <li>Social functioning disorders;</li> <li>Substance related disorders; and</li> </ul> </li> <li>Attention-deficit hyperactivity disorder</li> </ul>

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Mental Health Services (Continued) Prior Authorization required for: • inpatient services (including services at a Residential Treatment facility), • Partial Hospitalization /Day Treatment, • Intensive Outpatient Treatment, • outpatient electro- convulsive treatment, • psychological testing,		
<ul> <li>extended outpatient treatment</li> <li>If Out-of-Network</li> </ul>	other pathways as described in the program introductions. Any decision to participate in	
provider, Covered Person must call UHC and/or UBH for Prior	such program or service is at the discretion of the Covered Person and is not mandatory.	
Authorization as soon as reasonably possible	Mental Health and Substance- Related and Addictive Disorders Treatment services and supplies are subject to Deductibles and Coinsurance as presented in the "Schedule of Benefits".	

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Neurobiological Disorders – Mental Health Services for Autism Spectrum Disorders Prior Authorization required for: • inpatient services (including services at a Residential Treatment facility), • Partial Hospitalization /Day Treatment, • Intensive Outpatient Treatment, • outpatient electro- convulsive treatment, • psychological testing, • extended outpatient treatment, and • Applied Behavioral Analysis If Out-of-Network provider, Covered Person must call UHC and/or UBH for Prior Authorization as soon as reasonably possible	<ul> <li>The Plan pays benefits for psychiatric services for Autism</li> <li>Spectrum Disorders that are both of the following: <ul> <li>Provided by or under the direction of an experienced psychiatrist and/or an experienced licensed psychiatric provider; and</li> <li>Focused on treating maladaptive/stereotypic behaviors that are posing danger to self, others and property and impairment in daily functioning.</li> </ul> </li> <li>These benefits describe only the psychiatric component of treatment for Autism Spectrum Disorders.</li> <li>Medical treatment of Autism</li> <li>Spectrum Disorders is a Covered</li> <li>Health Service for which benefits are available under the applicable medical Covered Health Services categories as described in this section.</li> <li>Benefits include: <ul> <li>diagnostic evaluations and assessment; treatment planning;</li> <li>referral services; medical management;</li> <li>inpatient/24-hour supervisory care;</li> <li>Partial Hospitalization/Day Treatment;</li> <li>Intensive Outpatient Treatment;</li> <li>Services at a Residential Treatment;</li> </ul> </li> </ul>	<ul> <li>Wilderness therapy (including Outward bound wilderness camping, tall ship programs and other similar activities) is excluded under the Plan as it is Unproven and not Medically Necessary for the treatment of emotional, addiction, and/or psychological problems including, but not limited to: <ul> <li>Adjustment disorders</li> <li>Mood disorders</li> <li>Anxiety disorders</li> <li>Conduct disorders</li> <li>Impulse disorders</li> <li>Social functioning</li> </ul> </li> </ul>

Type of ServiceWhat's CoveredWhat's Not CoveredNeurobiological Disorders - Mental Health Services for Autism Spectrum Disorders• Individual, family, therapeutic group and provider-based case management services; • Applied behavioral analysis (ABA)(Continued) Prior Authorization required for: • inpatient services at a Residential Treatment, • Partial Hospitalization /Day Treatment, • Intensive Outpatient string, • extended• Mat's Not Covered Individual, family, therapeutic group and provider-based case management services; • Applied behavioral analysis (ABA)• Individual, family, teratment, • Intensive Outpatient Treatment, • lettern, • psychological testing, • extended• Transitional Living. Covered Health Services include enhanced Autism Spectrum Disorder services that are focused on educational/behavioral intervention that are backed by credible research demonstrating that the services or supplies have a measurable and beneficial effect on health outcomes. Benefits are provided for intensive behavioral therapies (educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning such as Applied Behavioral AnalysisNot Covered Preson must callIf Our-of-Network provider, Covered Person must callWhat's Not Covered herson for Autism Spectrum DisorderIf Our-of-Network provider, Covered Person must callWhat's Not Covered herson for Autism Spectrum Disorder
Disorders – Mental Health Services fortherapeutic group and provider-based case management services; (ABA)(Continued) Prior Authorization required for: • inpatient services at (including services at a Residential Treatment facility),• Psychotherapy, consultation and training session for parents and paraprofessional and resource support to family; • crisis intervention; and • Transitional Living. Covered Health Services include enhanced Autism Spectrum Disorder services that are focused on educational/ behavioral intervention that are backed by credible research demonstrating that the services or supplies have a measurable and beneficial effect on thealth outcomes. Benefits are provided for intensive behavioral teratment, • psychological testing, • extended outpatient treatment, and • Applied Behavioral treatment, analysis• Transitional Living. • Covered Health Services include enhanced Autism Spectrum Disorder services that are focused on educational/ behavioral intervention that are backed by credible research demonstrating that the services or supplies have a measurable and beneficial effect on health outcomes. Benefits are provided for intensive behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning such as Applied Behavioral AnalysisIf Our-of-Network provider, Covered Person must call• Gut-of-Network Mental Health Services for Mental Health Services for
UHC and/or UBH for Prior Authorization as soon as reasonably possibleAutism Spectrum Disorder services and supplies are subject to Deductibles and Coinsurance as presented in the Schedule of Benefits (starting on page 30).

	<b>Covered Health Service</b>	s
Type of Service	What's Covered	What's Not Covered
Nutritional Counseling	<ul> <li>Covered Health Services provided by a registered dietician in an individual session for Covered Persons with medical conditions that require a special diet. Some examples of such medical conditions include: <ul> <li>Diabetes mellitus.</li> <li>Coronary artery disease.</li> <li>Congestive heart failure.</li> <li>Severe obstructive airway disease.</li> <li>Gout.</li> <li>Renal failure</li> <li>Phenylketonuria</li> <li>Hyperlipidemias.</li> </ul> </li> <li>When nutritional counseling services are billed as a preventive care service, these services will be paid as described under Preventive Care.</li> </ul>	Nutritional counseling for: Weight loss/obesity. Conditions which have not been shown to be nutritionally related, including (but not limited to) chronic fatigue syndrome and hyperactivity. Benefits are limited to three individual sessions during a Covered Person's participation in the Plan. This limit applies to non- preventive nutritional counseling services only.
Obesity Surgery Prior Authorization required:	See Surgery.	
If Out-of-Network provider, Covered Person must call UHC for Prior Authorization six months prior to services and must also notify UHC 24 hours prior to inpatient admission		

	Covered Health Servic	ces
Type of Service	What's Covered	What's Not Covered
Organ/Tissue Transplants	Services and supplies for organ or tissue transplants are covered subject to the following	
Prior Authorization required:	limitations. Donor Charges for	
If In-Network provider, both provider and Covered Person must call UHC for Prior Authorization as soon as reasonably possible If Out-of-Network provider, Covered Person must call UHC for Prior Authorization as soon as reasonably possible and must also notify UHC 24 hours prior to inpatient admission	<b>Organ/Tissue Transplants:</b> Donor charges are considered covered expenses ONLY if the recipient is a Covered Person under the Plan. If the recipient is not a Covered Person, no benefits are payable for donor charges. The search for bone marrow/stem cell from a donor who is not biologically related to the patient is not considered a Covered Health Service unless the search is made in connection with a transplant procedure arranged by a designated transplant facility. (See <b>Transplant Management</b> <b>Program</b> for additional covered benefits for certain qualified transplant procedures, page 91).	
Orthognathic Surgery	See Surgery.	
Outpatient Therapy	<ul> <li>Short-term outpatient rehabilitation services (including habilitative services)</li> <li>limited to 30 visits per year for the combination of: <ul> <li>Physical Therapy</li> <li>Occupational therapy</li> <li>Speech therapy</li> </ul> </li> <li>Rehabilitation services must be provided by a licensed therapy provider, under the direction of a Doctor when required by state law.</li> </ul>	The Plan excludes any type of therapy, service, or supply for the treatment of a condition which ceases to be therapeutic treatment and is instead administered to maintain a level of functioning or to prevent a medical problem from occurring or reoccurring. Vocational rehabilitation is not covered.

Covered Health Services		es
Type of Service	What's Covered	What's Not Covered
Outpatient Therapy (Continued)	Benefits are available only for rehabilitation services that are expected to result in significant physical improvement in your condition within two months of the start of treatment. The therapy must be ordered and monitored by a Doctor as part of a Medically Necessary course of treatment for a bodily injury or disease. The therapy must be provided in accordance with a written treatment plan approved by a Doctor.	
	<b>Speech Therapy.</b> Benefits for Speech Therapy are available only when the speech impediment or speech dysfunction results from injury, stroke, a congenital anomaly, or if such therapy is considered "habilitative services." Habilitative services are healthcare services that help a Covered Person keep, learn or improve skills and functioning for daily living.	
	Additional visits beyond the 30 visit limit may be available if Medically Necessary.	
Physical Therapy	See Outpatient Therapy.	
Prescribed Drugs and Medicines	Prescribed drugs and medicines for inpatient services are covered under the medical plan provisions.	
Preventive Care	See Preventive Care under "Health Management Programs" on page 87.	

Covered Health Servi		es
Type of Service	What's Covered	What's Not Covered
Prosthetic Devices Prior Authorization required if greater than \$1,000: If Out-of-Network provider, Covered Person must call UHC for Prior Authorization as soon as reasonably possible	<ul> <li>Benefits are paid by the Plan for prosthetic devices and appliances that replace a limb or body part, or help an impaired limb or body part work. Examples include, but are not limited to: <ul> <li>Artificial limbs</li> <li>Artificial eyes</li> </ul> </li> <li>If more than one prosthetic device can meet your functional needs, Benefits are available only for the most cost-effective prosthetic device. The device must be ordered or provided either by a Doctor, or under a Doctor's direction.</li> </ul>	Duplicate prosthetics, appliance cost for the replacement of stolen prosthetic devices and prosthetics that are less than five years old are not covered. The purchase of any prosthetic device over \$1,000 is subject to the Prior Authorization requirements. If Prior Authorization is not obtained, no benefit will be paid.
Pulmonary Rehabilitation	See Cardiac and Pulmonary Rehabilitation Therapy.	
RAPL (Radiology, Anesthesiology, Pathology and Lab)	Services performed by radiologists, anesthesiologists, pathologists, and laboratory.	
Reconstructive Surgery Prior Authorization required	See Surgery.	
Reproductive Services Prior Authorization required if inpatient stay for Maternity Care is greater than mandated length of stay	Family Planning: Norplant, diaphragms, IUDs and Depo- Provera are covered under the medical plan provisions. When reproductive services are billed as a preventive care service, these services will be paid as described under Preventive Care.	Oral contraceptives are not covered under this medical program but are covered under the Pharmacy Program (see Pharmacy Benefits page 108).

	Covered Health Servic	es
Type of Service	What's Covered	What's Not Covered
Reproductive Services (Continued) Prior Authorization required if inpatient stay for Maternity Care is greater than mandated length of stay	<ul> <li>Infertility: Assisted reproductive technology treatments, including (but not limited to) artificial insemination, GIFT, ZIFT, or in vitro fertilization, are covered expenses. This includes confinement in a Hospital or specialized facility in connection with infertility treatments. Covered infertility treatments. Covered infertility treatment services include the following: <ul> <li>In vitro fertilization</li> <li>Artifical insemination</li> <li>The use of donor ovum and donor sperm related costs, including collection and preparation</li> <li>Embryo transfer</li> <li>Gamete intrafallopian transfer</li> <li>Zygote intrafallopian transfer</li> <li>Surgery</li> <li>Injectable-drug-therapy administered within the Doctors office.</li> </ul> </li> <li>Maternity Care: Benefits for pregnancy will be paid at the same level as benefits for any other condition, sickness or injury, unless the services are considered to be preventive services, which are payable at 100% of In-Network covered expenses.</li> <li>This includes all maternity- related medical services for prenatal care, postnatal care, delivery, and any related complications.</li> </ul>	Injectable drug therapy that is self-administered is not covered under this medical program but is covered under the Pharmacy Program. (See "Pharmacy") The Plan will not pay for the cost of donor sperm or egg or any related donor fees.

	Covered Health Servic	es
Type of Service	What's Covered	What's Not Covered
Reproductive Services (Continued) Prior Authorization required if inpatient stay for Maternity Care is greater than mandated length of stay	Maternity Care: There is a special prenatal program to help during pregnancy. It is completely voluntary and there is no extra cost for participating in the program. To sign up, you should notify UHC during the first trimester, but no later than one month prior to the anticipated childbirth. (See Healthy Pregnancy Program, under "Health Management Programs", page 87). The Plan will pay benefits for an inpatient stay for the birth of a child of at least 48 hours for the mother and newborn child following a normal vaginal delivery and 96 hours for the mother and newborn child following a cesarean section delivery. If the mother agrees, the attending provider may discharge the mother and/or the newborn child earlier than these minimum time frames. For inpatient care (for either the mother or child) which continues beyond the 48/96 hour limits, Prior Authorization must be received as soon as possible. <b>Sterilization:</b> Covered Health Services include vasectomy and tubal ligation.	Reversals are not covered.
Second/Third Opinions	See Surgery.	

	<b>Covered Health Servic</b>	es
Type of Service	What's Covered	What's Not Covered
Skilled Nursing Facility/ Inpatient Rehabilitation Facility <i>Prior Authorization</i> <i>required:</i> <i>If Out-of-Network</i> <i>provider, Covered</i> <i>Person must call</i> <i>UHC for Prior</i> <i>Authorization five</i> <i>business days prior</i> <i>to services and must</i> <i>also notify UHC 24</i> <i>hours prior to</i> <i>inpatient admission</i>	<ul> <li>Skilled Nursing <ul> <li>Facility/Inpatient Rehabilitation</li> <li>Facility benefits are payable for</li> <li>room and board charges for up</li> <li>to 45 days of confinement in a</li> <li>Skilled Nursing</li> <li>Facility/Inpatient Rehabilitation</li> <li>Facility/Inpatient Rehabilitation</li> <li>Facility/Inpatient Rehabilitation</li> <li>Facility if the charges are</li> <li>incurred while you are confined</li> <li>in the Facility and while</li> <li>coverage is in effect. Such</li> <li>confinement must be due to an</li> <li>injury or illness covered by the</li> <li>Plan.</li> <li>The stay must:</li> <li>Be for convalescent care;</li> <li>Start immediately after the</li> <li>end of a Hospital stay that</li> <li>lasted at least 5 days and</li> <li>for which benefits are</li> <li>payable under the Plan;</li> <li>and</li> </ul> </li> <li>Be for the same or related</li> <li>conditions as the Hospital</li> <li>stay.</li> </ul>	
Sleep Disorders Prior Authorization required: If Out-of-Network provider, Covered Person must call	See Surgery for sleep apnea surgery. See Laboratory Services for sleep studies.	
UHC for Prior Authorization five business days prior to services Speech Therapy Sterilization	See Outpatient Therapy. See Reproductive Services.	

Substance-Related and Addictive DisordersSubstance-Related and Addictive Disorders Treatment Services include those receivedWi Ou Car	What's Not Covered ilderness therapy(including utward bound wilderness mping, tall ship programs and her similar activities) is
and Addictive Disorders Treatment Services include those received	utward bound wilderness mping, tall ship programs and
Serviceson an Inpatient basis in aoffPrior Authorization required for:Facility and those received on an outpatient basis in aUn an Ne• inpatient servicesprovider's office or at an Alternate Facility.m	cluded under the Plan as it is nproven and not Medically ecessary for the treatment of notional, addiction, and/or ychological problems cluding, but not limited to: Adjustment disorders Mood disorders Anxiety disorders Conduct disorders Impulse disorders Social functioning disorders; and

	<b>Covered Health Servic</b>	es
Type of Service	What's Covered	What's Not Covered
Substance-Related	2) When the Hospital's semi-	
and Addictive	private rooms are filled and	
Disorders Treatment	only a private room is	
Services	available;	
(Continued)	3) When a private room must	
(Continued)	be used to keep the patient	
If Out-of-Network	isolated because of the	
provider, Covered	patient's diagnosis.	
Person must call	You are encouraged to	
UHC and/or UBH	contact UBH for referrals to	
for Prior Authorization as	providers and coordination	
soon as reasonably	of care.	
possible	Special Substance-Related and	
possiore	Addictive Disorders	
	Treatment Programs and	
	Services	
	Special programs and services that are contracted under UBH	
	may become available to you	
	as part of your Substance-	
	Related and Addictive	
	Disorders Treatment Services	
	benefit. Special programs or	
	services provide access to	
	services that are beneficial for	
	the treatment of your Substance-Related and	
	Addictive Disorders which	
	may not otherwise be covered	
	under this Plan.	
	You must be referred to such	
	programs through UBH, who is	
	responsible for coordinating	
	your care or through other	
	pathways as described in the	
	program introductions. Any	
	decision to participate in such	
	program or service is at the	
	discretion of the Covered Person	
	and is not mandatory.	
	Substance-Related and	
	Addictive Disorders services	
	and supplies are subject to	
	Deductibles and Coinsurance as	
	presented in the "Schedule of	
	Benefits (page 30).	
L	zenerus (puge 20).	

	Covered Health Servic	es
Type of Service	What's Covered	What's Not Covered
Surgery (Services for Surgical Procedures, Surgeon, Anesthesiology and Facility) Prior Authorization required for: Reconstructive, Obesity, and Gender		
Dysphoria surgery: <u>Reconstructive:</u> If Out-of-Network	for required services, supplies, and equipment.	
provider, Covered Person must call UHC for Prior Authorization five business days prior to services and must also notify UHC 24 hours prior to inpatient admission <u>Obesity:</u> If Out-of-Network provider, Covered Person must call UHC for Prior Authorization six months prior to surgery and must also notify UHC 24 hours prior to inpatient admission	<ul> <li>Reconstructive Surgery: Reconstructive surgery to improve the function of a body part when the malfunction is the direct result of one of the following: <ul> <li>Birth defect</li> <li>Sickness</li> <li>Surgery to treat a sickness or accidental injury</li> <li>Accidental injury</li> <li>Reconstructive breast surgery following a mastectomy</li> <li>Reconstructive surgery to remove scar tissue on the neck, face or head if the scar tissue is due to sickness or accidental injury.</li> </ul> </li> <li>Note: Replacement of an existing breast implant is a covered expense if the initial breast implant followed mastectomy.</li> <li>Special Notice Regarding Mastectomies: If you or your Dependent receives a mastectomy, the covered benefits for the patient will also include coverage for:</li> </ul>	

T	Covered Health Services		
Type of Service Wh	nat's Covered	What's Not Covered	
Surgery (Services for Surgical Procedures, Surgeon, Anesthesiology and Facility) (Continued)1.Prior Authorization required for: Reconstructive, Obesity, and Gender Dysphoria surgery:3.Gender Dysphoria: If Out-of-Network provider, Covered Person must call UHC for Prior Authorization five business days prior to services and must also notify UHC 24 hours prior to inpatient admission6.in a con Doc Surgerin a con con Surgerin a con con surgerin a con Surger	All stages of reconstruction of the breast on which the mastectomy has been performed; Surgery and reconstruction of the other breast to produce a symmetrical appearance;	-	

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Surgery (Services for Surgical Procedures, Surgeon, Anesthesiology and Facility) (Continued)	Second Surgical Opinion Program: This voluntary program applies when a Doctor recommends that you or a covered Dependent undergo any elective or non- Emergency surgical procedure. You may voluntarily obtain a second surgical opinion for any non-Emergency surgical procedure. The purpose of the second surgical opinion is advisory only. It is the patient's decision whether or not to undergo the surgery. Benefits for the Second Surgical Opinion are subject to the cost sharing features of the Plan, such as Deductible and Coinsurance. Benefits will be payable for a third opinion on the same basis as benefits for the second opinion. The Doctor who gives the second opinion must: 1) Be qualified to render an opinion on the specific surgical procedure in question, and 2) Examine you in person.	<ul> <li>The following are not covered by the Second Surgical Opinion Program:</li> <li>An opinion on a surgical procedure that would not be covered under the UHC Medical Options.</li> <li>Any charges in connection with a surgical procedure, if they are payable under other provisions of the UHC Medical Options.</li> <li>Surgery that is then performed by the same Doctor who rendered the second surgical opinion.</li> <li>More than two opinions per surgical procedure after the initial recommendation for surgery.</li> </ul>

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Surgery (Services for Surgical Procedures, Surgeon, Anesthesiology and Facility) (Continued)	<ul> <li>Obesity Surgery: Surgical treatment for severe/morbid obesity, as defined by NIH (National Institutes on Health) must meet the following:</li> <li>Severe Obesity: BMI of 35-40 with comorbidities; or,</li> <li>Morbid Obesity: BMI of 40 or greater. In addition, the patient's medical history must demonstrate that dietary attempts at weight control have been ineffective, and that there is no specifically correctable cause for obesity (e.g., an endocrine disorder).</li> </ul>	Non-surgical treatment of obesity, including morbid obesity, is not covered. <b>Note:</b> Abdominoplasty and panniculectomy are not covered, even when recommended as a result of approved obesity surgery services.
	<ul> <li>Orthognathic surgery is covered in the following situations:</li> <li>A jaw deformity resulting from facial trauma or cancer; or</li> <li>A skeletal anomaly of either the maxilla or mandible that demonstrates a functional medical impairment such as one of the following:</li> <li>Inability to incise solid foods; or</li> <li>Damage to soft tissue during mastication; or</li> <li>Speech impediment determined to be due to the jaw deformity; or</li> </ul>	<ul> <li>Orthognathic surgery is not covered for the following symptoms: <ul> <li>Myofacial, neck, head and shoulder pain.</li> <li>Irritation of head/neck muscles.</li> </ul> </li> <li>Popping/clicking of Temporo Mandibular Joint(s).</li> <li>Potential for development or exacerbation of Temporo Mandibular Joint dysfunction.</li> <li>Teeth grinding.</li> <li>Treatment of malocclusion</li> </ul>

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Surgery (Services for Surgical Procedures, Surgeon, Anesthesiology and Facility) (Continued)	urgery (Services or Surgical• Malnutrition and weight loss due to inadequate intake secondary to the jaw deformity.• Malnutrition and weight loss due to inadequate intake secondary to the jaw deformity.	
	<ul> <li>Gender Dysphoria Surgery: The Plan covers genital surgery and surgery to change secondary sex characteristics (including thyroid chondroplasty, bilateral mastectomy, and augmentation mammoplasty) and related services when the following eligibility qualifications for surgery are met:</li> <li>The treatment plan must conform to identifiable external sources including the World Professional Association for Transgender Health (WPATH) standards, and/or evidence-based professional society guidance; and</li> <li>For irreversible surgical interventions, the Covered Person must be age 18 years or older; and</li> <li>Prior to surgery, the covered person must complete 12 months of successful continuous full time real life experience in the desired gender.</li> </ul>	Reversal of genital surgery or reversal of surgery to revise secondary sex characteristics. Voice modification surgery. Facial feminization surgery, including, but not limited to: facial bone reduction, face "lift," facial hair removal, and certain facial plastic procedures.

Covered Health Services		
<b>Type of Service</b>	What's Covered	What's Not Covered
Surgery (Services for Surgical Procedures, Surgeon, Anesthesiology and Facility) (Continued)	<ul> <li>Important: Certain Covered Persons will be required to complete continuous hormone therapy prior to surgery. In consultation with the covered person's Physician, this will be determined on a case-by-case basis through the Prior Authorization process.</li> <li>Augmentation mammoplasty is allowed if the Physician prescribing hormones and the surgeon have documented that breast enlargement after undergoing hormone treatment for 18 months is not sufficient for comfort in the social role.</li> <li>UHC has specific guidelines regarding Benefits for treatment of Gender Dysphoria (Gender Identity Disorder). Contact UHC at (800) 331-4370 for information about these guidelines.</li> </ul>	
Therapeutics – Outpatient Prior Authorization required for: Dialysis Chemothera py IV infusion Radiation oncology Intensity modulated radiation therapy MR-guided focused ultrasound	Covered Health Services includes therapeutic treatments received on an outpatient basis at a Hospital or Alternate Facility or in a Physician's office, including: • dialysis (both hemodialysis and peritoneal dialysis) • intravenous chemotherapy • intravenous infusion • radiation oncology • intensity modulated radiation therapy • MR-guided focused ultrasound	

Covered Health Services		
Type of Service	What's Covered	What's Not Covered
Type of ServiceTherapeutics –Outpatient(Continued)Prior Authorizationrequired for:• Dialysis• Chemotherapy• IV infusion• Radiation• oncology• Intensitymodulatedradiationtherapy• MR-guidedfocusedultrasoundIf Out-of-Networkprovider, CoveredPerson must callUHC for PriorAuthorization fivebusiness days priorto scheduledservices or as soonas reasonablypossible for non-scheduled servicesTransplants	<ul> <li>What's Covered</li> <li>Benefits include the charges for the facility, related supplies and equipment, and physician services for anesthesiologists, pathologists and radiologists.</li> <li>Covered Health Services also include medical education services that are provided on an outpatient basis at a Hospital or Alternate Facility by appropriately licensed or registered healthcare professionals when:         <ul> <li>Education is required for a disease in which patient self-management is an important component of treatment</li> <li>There exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.</li> </ul> </li> <li>Note - dialysis is subject to coordination with Medicare for End Stage Renal Disease.</li> <li>See Organ/Tissue Transplants.</li> </ul>	
Prior Authorization required		

## Additional Exclusions:

The UHC HDHP PPO Program does not cover any expenses incurred for services, treatments, items or supplies described in this section, even if either or both of the following are true:

- Such service, treatment, item or supply is recommended or prescribed by a Doctor.
- It is the only available treatment for your condition.

The services, treatments, items, or supplies listed in this section are not Covered Health Services, except as may be specifically provided for in the section on "Medical and Mental Health Covered Health Services" on page 35. Note also the exclusions stated in the table starting on page 35 under the column headed "What's Not Covered."

Additional Exclusions	
Type of Service	What's Not Covered
Alternative	• Acupressure.
Treatments	• Aromatherapy.
	Hypnotism.
	• Massage therapy.
	• Rolfing.
	• Other forms of alternative treatment as defined by the Office of Alternative treatment as defined by the Office of Alternative Medicine of the National Institutes of Health.
Comfort or	Television.
Convenience	• Telephone.
	• Beauty/barber service.
	• Guest service.
	• Supplies, equipment, and similar incidental services and supplies for personal comfort (i.e., air conditioners, air purifiers and filters, batteries and battery charges, dehumidifiers, humidifiers).
	• Devices and computers to assist in communication and speech.
	• Home remodeling to accommodate a health need, such as (but not limited to) ramps and swimming pools.

Additional Exclusions	
Type of Service	What's Not Covered
Cosmetic Services	All cosmetic services, except those described under "Covered Health Services", page 49.
Dental under the Medical Plans	<ul> <li>Dental care, except as described under "Covered Health Services", page 49.</li> <li>Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums (i.e., extraction, restoration and replacement of teeth, medical or surgical treatments of dental conditions, services to improve dental clinical outcomes).</li> <li>Dental implants.</li> <li>Dental braces.</li> <li>Dental x-rays, supplies and appliances, and all associated expenses, including Hospitalizations and anesthesia. The only exceptions to this are for transplant preparation, initiation of immunosuppressives, or the direct treatment of acute traumatic Injury, cancer, or cleft palate; in which case, the treatment and required anesthesia to perform the treatment are Covered Health Services.</li> <li>Treatment of congentially missing malpositioned, or super numerary teeth, even if part of a congential anomaly.</li> </ul>
Drugs under the Medical Plans	<ul> <li>Prescription drug products for outpatient use that are filled by a prescription order or refill.</li> <li>Self-injectable medications.</li> <li>Non-injectable medications provided in a Doctor's office, except as required in an Emergency.</li> <li>Over-the-counter drugs and treatments. Coordination of Benefits as a secondary payment for Prescription Drugs purchased through a non-Union Pacific Health Plan.</li> </ul>

Additional Exclusions	
Type of Service	What's Not Covered
Type of Service Experimental, Investigational, or Unproven Services	<ul> <li>What's Not Covered</li> <li>Experimental or Investigational Services – medical, surgical, diagnostic, psychiatric, mental health, substance related and addictive disorders or other health care services, technologies, supplies, treatments, procedures, drug therapies, medications or devices that, at the time the Claims Administrator makes a determination regarding coverage in a particular case, are determined to be any of the following:</li> <li>not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use;</li> <li>subject to review and approval by any institutional review board for the proposed use (Devices which are <i>FDA</i> approved under the <i>Humanitarian Use Device</i> exemption are not considered to be Experimental or Investigational.)</li> <li>the subject of an ongoing Clinical Trial that meets the definition of a Phase I, II or III Clinical Trial set forth in the <i>FDA</i> regulations, regardless of whether the trial is actually subject to <i>FDA</i> oversight.</li> <li>Exceptions:</li> <li>Clinical Trials for which benefits are available as described in the <i>Covered Health Services</i> section. If you are not a participant in a qualifying Clinical Trial as described in the <i>Covered Health Services</i> section. If you are not a participant in a qualifying Clinical Trial as described in the <i>Covered Health Services</i> section.</li> <li>If you are not a participant in a case available as described in the <i>Covered Health Services</i> section. If you are not a participant in a cualifying Clinical Trial as described in the <i>Covered Health Services</i> for treatment, the Claims Administrator may, at its discretion, consider an otherwise Experimental or Investigational Service to be a Covered Health Service for that sickness or condition. Prior to such consideration, the Claims Administrator must determine that, although unproven, the</li></ul>
Foot Care	<ul> <li>treatment for that sickness or condition.</li> <li>Except when needed for severe systemic disease, routine foot care (including the cutting or removal of corns and calluses) and nail trimming, cutting, or debriding.</li> <li>Hygienic and preventive maintenance foot care (i.e., cleaning and soaking the feet, applying skin creams in order to maintain skin tone, other services that are performed when there is not a localized illness, Injury or symptom involving the foot).</li> <li>Treatment of flat feet.</li> </ul>

Additional Exclusions	
Type of Service	What's Not Covered
Foot Care	<ul> <li>Treatment of sublaxation of the foot.</li> <li>Shoe orthotics.</li> <li>Shoes (standard or custom), lifts and wedges.</li> <li>Shoe inserts.</li> </ul>
	• Arch supports.
Mental Health, Neurobiological Disorders, Autism Spectrum Disorder and Substance- Related and Addictive Disorders Treatment Services	<ul> <li>Services performed in connection with conditions not classified in the current edition of the <i>Diagnostic and Statistical Manual of the American Psychiatric Association</i>.</li> <li>Outside of an initial assessment, services as treatments for a primary diagnosis of conditions and problems that may be a focus of clinical attention, but are specifically noted not to be mental disorders within the current edition of the <i>Diagnostic and Statistical Manual of the American Psychiatric Association</i>.</li> <li>Outside of initial assessment, services as treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, pyromania, kleptomania, gambling disorder and paraphilic disorder.</li> <li>Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning.</li> <li>Tuition for or services that are school-based for children and adolescents required to be provided by, or paid for by, the school under the <i>Individuals with Disabilities Education Act</i>.</li> <li>Outside of the initial assessment, unspecified disorders for which the provider is not obligated to provide clinical rational as defined in the current edition of the <i>Diagnostic and Statistical Manual of the American Psychiatric Assocation</i>.</li> <li>Methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents for drug addiction.</li> </ul>

Ad	Additional Exclusions	
Type of Service	What's Not Covered	
Nutrition	Megavitamin and nutrition based therapy. Except as described under "Covered Health Services" on page 54 enteral feedings and other nutritional and electrolyte supplements (including infant formula and donor breast milk – infant formula available over the counter is always excluded), dietary supplements, diets for weight control or treatment of obesity (including liquid diets or food), food of any kind (diabetic, low fat/cholesterol), oral vitamins, and oral minerals except when the sole source of nutrition. <b>Note:</b> Limited nutritional counseling services are covered as	
	described under "Covered Health Services" on page 63.	
Physical Appearance	<ul> <li>Cosmetic procedures including, but not limited to:</li> <li>Pharmacological regimens, nutritional procedures, or treatments.</li> <li>Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery, and other such skin abrasion procedures).</li> <li>Skin abrasion procedures performed as a treatment for acne.</li> <li>Physical conditioning program (such as athletic training, bodybuilding, exercise, fitness, flexibility, and diversion or general motivation).</li> <li>Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded.</li> <li>Wigs regardless of the reason for the hair loss, except for loss of hair resulting from treatment of a malignancy, hair loss due to alopecia or similar conditions, or permanent loss of hair from an accidental Injury.</li> </ul>	

Additional Exclusions	
Type of Service	What's Not Covered
Providers	<ul> <li>Services provided at a freestanding or Hospital-based diagnostic facility without an order written by a Doctor or other provider.</li> <li>Services which are self-directed to a freestanding or Hospital-based diagnostic facility.</li> <li>Services (excluding mammography testing) ordered by a Doctor or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Doctor or other provider: <ul> <li>Has not been actively involved in your medical care prior to ordering the service, or</li> <li>Is not actively involved in your medical care after the service is received.</li> </ul> </li> <li>Services performed by a provider who is a family member by birth or marriage, including spouse, brother, sister, parent, or child. This includes any service the provider may perform on himself or herself.</li> <li>Services of a provider or facility beyond the scope of their medical license.</li> </ul>
Services provided under Another Plan	<ul> <li>Health services for which other coverage is required by federal, state, or local law to be purchased or provided through other arrangements. This includes (but is not limited to) coverage required by Workers' Compensation, no-fault auto insurance, or similar legislation. If coverage under Workers' Compensation or similar legislation is optional for you because you could elect it, or could have it elected for you, benefits will not be paid for any Injury, Sickness, or Mental Illness that would have been covered under Worker's Compensation or similar legislation had that coverage been elected. (Note: Medical services that are Covered Health Services provided to treat an on-duty Injury, where the company is not at fault and no FELA claim will be filed will be allowed to be paid by the Plan.)</li> <li>Health Services for treatment of military service related disabilities when you are legally entitled to other coverage and facilities are reasonably available to you.</li> </ul>

Additional Exclusions	
Type of Service	What's Not Covered
Transplants	<ul> <li>Health services for organ and tissue transplants, except those described under the "Transplant Management Program" on page 91.</li> <li>Health services connected with the removal of an organ or tissue from you for purposes of a transplant to another person (donor costs for removal are not a Covered Service under the Plan.</li> <li>Health services for transplants involving mechanical or animal organs.</li> <li>Any solid organ transplant that is performed as a treatment for cancer.</li> <li>Any multiple organ transplants not listed as a Covered Service.</li> </ul>
Travel	<ul> <li>Health services provided in a foreign country unless required as Emergency health services.</li> <li>Travel or transportation expenses even though prescribed by a Doctor. Some travel expenses related to covered transplantation services or cancer treatment related services may be reimbursed as described in "Transplant Management Program" on page 91.</li> </ul>
Vision and Hearing	<ul> <li>Purchase cost of eyeglasses, contact lenses, or hearing aids. (See "Vision Care Benefits" on page 132 for a description of the vision plan.)</li> <li>Fitting charge for hearing aids, eyeglasses, or contact lenses.</li> <li>Surgery that is intended to allow you to correct nearsightedness, farsightedness, presbyopia and astigmatism including, including but not limited to, radial keratotomy, laser, and other refractive eye surgery.</li> </ul>

Ad	ditional Exclusions
Type of Service	What's Not Covered
All Other Exclusions	<ul> <li>Orthoptic therapy services for the treatment of convergence insufficiency or any other purpose.</li> <li>Orthotic appliances that straighten or re-shape a body part, except as described under Durable Medical Equipment. Examples of excluded orthotic appliances and devices include but are not limited to, foot orthotics or any orthotic braces available over-the-counter.</li> <li>Outpatient rehabilitation services, spinal treatment, or supplies including (but not limited to) spinal manipulations by a chiropractor or other Doctor for the treatment of a condition which ceases to be therapeutic treatment and is instead administered to maintain a level of functioning or to prevent a medical problem from occurring or reoccurring.</li> <li>Physical, psychiatric, or psychological exams, testing, vaccinations, immunizations, or treatments that are otherwise covered under the Plan when:</li> <li>Related to judicial or administrative proceedings or orders.</li> <li>Conducted for purposes of medical research.</li> <li>Required to obtain or maintain a license of any type.</li> <li>Psycho-surgery.</li> <li>Respite care.</li> <li>Services or supplies received before you become covered under this plan.</li> <li>Speech therapy, except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, a congenital anomaly, or if such therapy is considered "habilitative services." Habilitative services are healthcare services that help a covered person keep, learn or improve skills and functioning for daily living.</li> </ul>

#### Health Management Programs:

In addition to the items discussed in the previous section, specific programs are offered to help you manage your health. These programs include Preventive Care; Maternity Support; Disease Management; Cancer Resource Services; Cancer Support Program; Transplant Management; NurseLine; and the Alternate Medical Treatment Program. These programs are described in more detail in the following pages.

**Preventive Care Benefits:** UHC supports you and your family in keeping healthy by offering preventive healthcare benefits. Benefits are payable for Covered Health

Services for preventive healthcare benefits you receive while you are covered under this Plan if certain conditions are met.

If you use a Preferred Provider, preventive services described below are payable at 100% of covered expenses. No preventive healthcare benefit is available from an Out-of-Network Provider, unless there are no participating providers available. In that case, it is your responsibility to call UHC to find an alternative Doctor and if you have made prior arrangements with UHC to use an alternative Doctor, preventive healthcare benefits are payable at 100% of the Reasonable and Customary Amount.

If a condition requiring medical services or treatment is identified as a result of preventive services received, the Doctor providing the preventive services should use a preventive care code for the primary code on the billing statement and a diagnostic code for the discovered condition as a secondary code in order to receive 100% preventive care coverage under this Plan. An individual with symptoms who wishes to be examined by a Doctor should make a regular appointment and be covered under the Plan provisions for medical care (Deductible and Coinsurance would apply).

Individuals with symptoms or at high risk for disease may need additional services or more frequent interventions. Additional services as part of a course of treatment are not considered preventive and are subject to the same cost sharing provisions as other Covered Health Services.

Preventive services are payable at 100% of covered expenses as described below if (a) the services are routine and consistent with the preventive care guidelines of UnitedHealthcare and (b) the services are coded as routine/preventive, rather than with a diagnostic code.

Benefits will be provided for Preventive Services required by the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended, which are defined as:

- 1. Evidence-based items or services that have in effect a rating of A or B in the current recommendations of the United States Preventive Services Task force.
- 2. With respect to infants, children and adolescents, evidence-informed preventive care and screenings provided for in comprehensive guidelines supported by the Health Resources and Services Administration.
- 3. With respect to women, evidence-informed preventive care and screenings provided for in comprehensive guidelines supported by the Health Resources and Services Administration.
- 4. Immunizations for routine use in children, adolescents, and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.

Benefits for the Preventive Services outlined above will be paid at 100% in accordance with the Schedule of Benefits on page 30.

A complete list of preventive services may be found at <u>http://uhcpreventivecare.com/.</u> You may obtain a copy of this list free of charge by contacting Customer Service at (800) 331-4370.

**Disease Management Program:** The Disease Management Program focuses on coronary artery disease (CAD), congestive heart failure (CHF), chronic obstructive pulmonary disease (COPD), asthma, and diabetes. The disease management program is designed to provide health information and support services to help individuals manage their chronic health condition. Program participants gain understanding of their condition, and how to identify symptoms and keep them under control. It is offered to non-Medicare eligible retirees and Spouses as a free benefit with no out-of-pocket expenses.

UnitedHealthcare/Optum administers the program to help you learn about eating healthier, exercising, taking your medications correctly, and managing your stress levels. By learning how to manage a chronic condition between regularly scheduled visits to the Doctor, many participants in the Disease Management program feel better, live healthier and make fewer trips to the Hospital and Emergency room. The program provides access to a toll-free support line at (800) 331-4370 for answers to questions about your condition, symptoms, medications or other health concerns, any time day or night. Health education information also is available on the UHC website at <u>www.myuhc.com</u> and through complimentary education materials periodically sent to your home.

There is no charge for the services provided through the Disease Management Program and participation in the Disease Management program is completely voluntary and any retiree information is strictly confidential and only shared with designated Doctors or healthcare Providers in determining the best treatment plan.

#### Maternity Support Program:

The Maternity Support Program offers personal support through all stages of pregnancy and delivery. All Covered Persons are eligible to use this program. The program focuses on providing information needed to make healthy choices during your pregnancy, birth, delivery, and afterward. It is offered to eligible employees and dependents as a free benefit with no out-of-pocket expenses.

To get the best possible benefit from the program, it is recommended that enrollment occurs in the first 12 weeks, but no later than week 34, of pregnancy. To enroll, simply call UHC's Customer Service number at (800) 331-4370 between the hours of 8:00 AM and 8:00 PM in your time zone, Monday through Friday (excluding holidays), and follow the prompts to speak to a Health Pregnancy Nurse.

Participation in the Maternity Support Program is completely voluntary and any participant information is strictly confidential.

#### **Neonatal Services:**

This program includes telephonic case management provided by specialized clinicians with extensive experience with neonatal intensive care unit (NICU) to manage cases while inpatient and post-discharge (for up to one year).

#### **Musculoskeletal Back and Joint Care:**

A Personal Health Support Nurse will provide back care information and support, guidance in navigating the health care system, and integrates with treatment decision support to ensure appropriate treatment decisions and surgical avoidance.

#### Kidney and End-Stage Renal Disease:

This program is a single source for members diagnosed with End Stage Renal Disease to obtain kidney information, support and guidance; the primary outcome from participation in the program is better informed, knowledgeable and engaged members who make more informed decisions about their care, where to receive it, leading to fewer or better-controlled complications and side effects, improved quality of care and life, which contributes to reduced in-patient and dialysis costs.

#### **Cancer and Other Complex Medical Conditions:**

**Cancer Resource Services:** Personal Health Support will arrange for access to certain In-Network Providers participating in the Cancer Resource Services (CRS) Program for the provision of oncology services at a Designated Facility. Oncology services include Covered Health Services and supplies rendered for the treatment of a condition that has a primary or suspected diagnosis relating to oncology. An individual can also call the Nurse Consultants at CRS at (800) 331-4370, from 7:00 AM - 9:00 PM CT, Monday through Friday (excluding holidays), or visit the CRS website at

www.myoptumhealthcomplexmedical.com/gateway/public/cancer/cancer.jsp. The Cancer Resource Services (CRS) Program is not available to Medicare primary retirees or Dependents.

Note: There is no charge for the referral service provided by Cancer Resource Service; however, when obtaining services from the Provider to which you are referred, you will be subject to the charges billed by the Provider, in the same manner as any other In-Network Provider (Deductible and Coinsurance will apply.)

*Cancer Clinical Trials and Related Treatment and Services:* See Clinical Trials in "Covered Health Services" on page 44.

Transportation and Lodging: Personal Health Support will assist the patient and family with travel and lodging arrangements. Expenses for travel and

lodging for the recipient receiving cancer-related treatment received at a Designated Facility and a companion are available under this Plan as follows:

- Transportation of the patient and one companion who is traveling on the same day(s) to and/or from the site where cancer-related services are provided.
- Eligible expenses for lodging for the patient (while not confined) and one companion. Benefits are paid at a per diem rate of up to \$50 for one person or up to \$100 for two people.
- Expenses related to transportation of the patient are subject to the HDHP Deductible and Coinsurance amounts.
- Travel and lodging expenses are only available if the patient resides more than 50 miles from the Designated Facility.
- If the patient is a covered Dependent minor Child, the transportation expenses of two companions will be covered and lodging expenses will be reimbursed up to the \$100 per diem rate.

*Cancer Treatment Not Performed at a Designated CRS Facility: Treatment for cancer is not required to be performed at a UHC Designated CRS Facility for coverage to apply.* If the cancer treatment is Medically Necessary but not performed at a UHC Designated CSR Facility, eligible expenses will be covered as would any other expense covered under the Plan, subject to In-Network and Out-of-Network Deductibles and Coinsurance. (Note: If the cancer treatment is performed in an Out-of-Network facility, the transportation and lodging provision will not apply.)

To take full advantage of the CRS benefits, you must contact Cancer Resource Services at (800) 331-4370 prior to receiving care at a participating Cancer Resource Services Center.

#### **Cancer Support Program:**

The Plan provides a program that identifies, assesses, and supports members who have cancer. The program is designed to support you. This means that you may be called by a registered Nurse who is a specialist in cancer and receive free educational information through the mail. You may also call the program and speak with a Nurse whenever you need to. This Nurse will be a resource and advocate to advise you and to help you manage your condition. This program will work with you and your Doctors, as appropriate, to offer education on cancer, and self-care strategies and support in choosing treatment options.

Participation is completely voluntary and without extra charge. If you think you may be eligible to participate or would like additional information regarding the program, please call the number on the back of your ID card ((800) 331-4370).

**Transplant Management Program:** Access to a network of transplant centers is provided through UnitedHealthcare's Transplant Management Program. The

Plan has specific guidelines regarding benefits for transplant services. Contact United Resource Networks at (888) 936-7246 or Personal Health Support at the telephone number on your ID card for information about these guidelines.

#### Note: There is no charge for the referral service provided by Transplant Management Program; however, when obtaining services from the Provider to which you are referred, you will be subject to the charges billed by the Provider, in the same manner as any other In-Network Provider (Deductible and Coinsurance will apply.)

If a Qualified Procedure (listed below) is performed at a Designated Facility, the covered expenses for services provided in connection with the transplant procedure are subject to the HDHP Deductible and Medical Coinsurance. In addition, certain travel and accommodation expenses are covered as described below.

## Qualified Procedures:

- Heart transplants.
- Lung transplants
- Heart/Lung transplants.
- Liver transplants.
- Kidney transplants.
- Pancreas transplants. Kidney/Pancreas transplants. Liver/Kidney transplants. Intestinal transplants.
- Liver/Intestinal transplants.
- Bone Marrow (either from you or from a compatible donor) and Peripheral Stem Cell transplants, with or without high dose chemotherapy. Not all bone marrow transplants meet the definition of a Covered Health Service – please see below.
- Cornea, when performed in a hospital setting.

Donor costs that are directly related to organ removal are Covered Health Services for which benefits are payable through the organ recipient's coverage under the Plan.

The search for bone marrow/stem cells from a donor who is not biologically related to the patient is a Covered Health Service.

*Transportation and Lodging:* UnitedHealthcare's Personal Health Support will assist the patient and family with travel and lodging arrangements when Covered Health Services are received at a Designated Facility. Expenses for travel and lodging for the transplant recipient and a companion are available under the UHC HDHP PPO Program as follows:

• Transportation of the patient and one companion who is traveling on the same day(s) to and/or from the site of the transplant for the

purposes of an evaluation, the transplant procedure, or Medically Necessary post-discharge follow-up.

- Eligible expenses for lodging for the patient (while not confined) and one companion. Benefits are paid at a per diem rate of up to \$50 for one person or up to \$100 for two people.
- Expenses related to transportation of the patient are subject to the HDHP Deductible and Coinsurance amounts.
- Travel and lodging expenses are only available if the transplant recipient resides more than 50 miles from the Designated Facility.
- If the patient is a covered Dependent minor Child, the transportation expenses of two companions will be covered, and lodging expenses will be reimbursed up to the \$100 per diem rate.

*Transplants Not Performed at a Designated Transplant Facility:* A transplant procedure is not required to be performed at a UHC Designated Transplant Facility for coverage to apply. If a transplant procedure is Medically Necessary but not performed at a UHC Designated Transplant Facility, eligible expenses will be covered as would any other expense covered under the Plan, subject to In-Network and Out-of-Network Deductibles and Coinsurance. (Note: If a transplant procedure is performed in an Out-of-Network facility, the transportation and lodging provision will not apply.)

**NurseLine:** All Retirees and their Dependents are eligible to participate in the NurseLine Program, accessible through the UHC Advocate4Me toll-free number on your ID card. Coping with health concerns can be time-consuming and complex. With so many choices, it can be hard to know where to look for information and support. NurseLine was designed specifically to help make your health decisions simple and convenient by providing immediate answers to your health questions anytime, anywhere — 24 hours a day, 7 days a week. NurseLine is provided at no cost to you at (800) 331-4370 or the Advocate 4 Me number on the back of your ID card.

Alternate Medical Treatment Program: Under the Alternate Medical Treatment Benefits Program (a voluntary program), UHC's Personal Health Support reviews your medical treatment for a condition caused by a Severe Personal Injury or Sickness to determine whether or not you qualify for Alternate Medical Treatment Benefits. The use of the Alternate Medical Treatment is entirely voluntary.

*Services or Supplies That May Be Covered Alternate Medical Treatment Expenses:* The following services or supplies may, at the sole discretion of UnitedHealthcare, be covered Alternate Medical Treatment expenses:

- Medical services or supplies such as:
  - Home healthcare services, including, but not limited to, total parenteral nutrition (TPN), antibiotic administration, cardiac rehabilitation, respiratory therapy, drugs and durable medical equipment;
  - Extended Care Facility/Skilled Nursing Facility services; or
  - Rehabilitation services.
- Non-medical services or supplies, which may improve your medical condition, aid you in rehabilitation, or facilitate independent living.

## How the Program Works:

**Notice and Evaluation:** A Personal Health Support Nurse (PHS Nurse) may be notified of your medical condition either by calling (800) 331-4370 (directly) or by receipt of your medical claim form (indirectly). Once notified, the PHS Nurse will discuss with your attending Doctor whether or not you are a candidate for the Alternative Medical Treatment Program.

**Development, Review, and Approval:** If you are a candidate, the PHS Nurse will outline a Proposed Plan of Alternate Medical Treatment that meets the guidelines of the Alternative Medical Treatment Program. If the PHS Nurse determines that the proposed plan would be more effective than your current and/or projected medical treatment and would also be in your best interest, the proposed plan will be approved as the Specific Plan of Alternate Medical Treatment.

**Suggestion:** The Specific Plan of Alternate Medical Treatment will be suggested to you and your attending Doctor and, at that point, you can both decide whether or not it should be implemented. If the decision is to implement the Specific Plan of Alternative Medical Treatment, you will be eligible to receive Alternate Medical Treatment Benefits. These may be in addition to the medical benefits provided under the other provisions of this Plan. If you and your attending Doctor decide not to implement the Specific Plan of Alternate Medical Treatment, the expenses will be considered for payment in accordance with other provisions of this Plan, and you will not be eligible to receive Alternate Medical Treatment Benefits.

**Re-evaluation:** The Specific Plan of Alternate Medical Treatment will be monitored by the PHS Nurse, along with your progress. If deemed appropriate by UnitedHealthcare, modification to such plan will be suggested. If you and your attending Doctor decide the suggested changes should be implemented, the Specific Plan of Alternate Medical Treatment will be changed. UnitedHealthcare has the right to end your participation in the Alternative Medical Treatment Program upon notice to you and your attending Doctor. **Payment of Alternate Medical Treatment Benefits:** Benefits will be paid for expenses incurred in connection with a Specific Plan of Alternate Medical Treatment only if UnitedHealthcare determines that:

- The expenses will be incurred for a medical condition; and
- Instead of the expenses for Alternate Medical Treatment Benefits, you would incur other expenses for the same medical condition, which are covered under the other provisions of the UHC HDHP PPO; and
- The total estimate of anticipated expenses for Alternate Medical Treatment Benefits would be less than the total anticipated expenses provided under the other provisions of this Plan.

**Note:** Benefits are paid by applying Deductible and Coinsurance as outlined under the normal plan provisions.

The Maximum Lifetime Benefit shown in the Schedule of Benefits tables will still apply even if an Alternate Medical Treatment Plan is used.

## Contacting UnitedHealthcare for Assistance:

UnitedHealthcare's Customer Service Department can be reached at (800) 331-4370. If possible, please have your Medical ID Card available before calling. UnitedHealthcare representatives are available from 8:00 a.m. to 8:00 p.m. in your time zone, Monday through Friday (excluding holidays).

## MyUHC.com - UnitedHealthcare's Customer Website:

The UnitedHealthcare customer website at <u>www.myuhc.com</u> is your online gateway to a broad range of tools and services.

To register:

- Go to <u>www.myuhc.com</u>.
- Click the "Register Now" button.
- Enter your ID card information and Date of Birth. If you do not have your ID card information, you may follow the link to register with your Social Security Number.
- Choose a User Name and Password.

The site can save you valuable time. Just a few clicks will take you directly to the information you need, such as:

- Confirm eligibility, specific benefits, Deductible, and Coinsurance;
- Review claims status and claims history;
- View exact replicas of your Explanation of Benefits at any time;
- Find an In-Network Doctor or Hospital;
- Estimate Health Care Costs for treatments you are considering.
- Print a temporary Medical ID Card or order a replacement Medical ID Card;
- Receive a personalized e-mail newsletter with health topics of interest.

#### How to File Medical Claims:

This section provides information about how and when to file a claim under the UHC HDHP PPO. If you are Medicare eligible and have a Retiree HRA, information regarding how to file a claim can be found under the "Retiree HRA" section on page 139 of this document. If you have a Retiree Transition HRA, information regarding how to file a Transition HRA claim can be found in the 2019 Retiree Transition HRA Guide. For all UHC HDHP PPO claims and appeals, Union Pacific has delegated to UnitedHealthcare or, with respect to Mental Health and Substance-Related and Addictive Disorder Treatment benefits, United Behavioral Health, the exclusive and discretionary authority to determine facts, and to interpret and administer the provisions of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect unless it can be shown that the interpretation or determination was arbitrary and capricious. The decisions of United Healthcare or United Behavioral Health are conclusive and binding. Please note that the decisions of United Healthcare or United Behavioral Health are based only on whether or not the services are Medically Necessary and benefits are available under the Plan for the proposed treatment or procedure. The determination as to whether the health service is necessary is between you and your Doctor.

Decisions will be made in accordance with the terms of the Plan (including without limitation its provisions limiting benefits to services and supplies that are Medically Necessary), and any applicable internal practices or guidelines that are maintained by UHC or UBH. UHC or UBH also determines whether or not a proposed treatment, procedure, service or supply may be ineligible for benefits based on an applicable Plan exclusion, including the exclusions for Experimental or Investigational Services or Unproven Services.

**Post-Service Claims:** Post-service claims are those claims that are filed for payment of benefits after medical care has been received.

**Pre-Service Claims:** Pre-service claims are those claims that require Prior Authorization beforeto receiving medical care.

**Urgent Care Claims:** Urgent Care claims are those claims that require Prior Authorization before to receiving medical care, where a delay in treatment could seriously jeopardize your life or health or the ability to regain maximum function, or (in the opinion of a Doctor with knowledge of your medical condition) could cause severe pain. Any claim that a Doctor with knowledge of your medical condition determines is an "Urgent Care claim" as defined herein will be treated as an Urgent Care claim.

**Concurrent Care Claims:** Concurrent care claims are those claims to extend an ongoing course of treatment that was previously approved for a specific period of time or number of treatments. Filing a Claim for Benefits - Post-Service Claims: If Covered Health Services are received from an In-Network Provider, there is no need to file a claim. The In-Network Provider is responsible for filing claims. Generally, In-Network Providers submit claims within 90 days of the date of service. UnitedHealthcare or United Behavioral Health pays the In-Network Provider directly. You are responsible for paying Deductibles and/or Coinsurance when a bill is received from the Provider. If an In-Network Provider bills you for any Covered Health Services other than Deductibles and/or Coinsurance, contact UnitedHealthcare or United Behavioral Health. Although it is not customary, In-Network Providers may request the Deductible payment at the time services are rendered.

When Covered Health Services are received from an Out-of-Network Provider, result from an Emergency, or result from a referral to an Out-of-Network Provider, the covered person is responsible for filing a claim. You must file the claim in a format that contains all of the information required as described below in the "Required Information" section. Claim forms can be obtained by calling Union Pacific HR Services at (877) 275-8747. The Union Pacific group number is 183842. The completed claim form, along with your medical documentation, must be submitted to:

UnitedHealthcare Services, Inc. P.O. Box 740800 Atlanta, GA 30374-0800

A claim for benefits must be submitted within one year after the date of service. If an Out-of-Network Provider submits a claim on your behalf, you will be responsible for the timeliness of the submission. If you do not file a claim with UnitedHealthcare or United Behavioral Health within one year of the date of service, benefits for that health service will be denied or reduced at the discretion of UnitedHealthcare or United Behavioral Health. This time limit does not apply if you are legally incapacitated. If your claim relates to an inpatient stay, the date of service is the date your inpatient stay ends.

#### **Right to and Payment of Benefits**

Benefits and rights under this Plan are available only to covered persons. Except as required by law, a Covered Person may not assign, in whole or in part, any benefit or right under the Plan to any person, including but not limited to, a Doctor or other provider, nor are any such benefits and rights subject to garnishment or attachment. However, the Plan will honor a Covered Person's written authorization to allow direct payment to a Doctor or other provider, so as to permit all or a portion of a payment due for Covered Health Services owed to the Doctor or other provider to be paid directly to the Doctor or provider. An authorization of direct payment is for the convenience of the Covered Person, and shall not be recognized by the Plan as assigning to the Doctor or other provider the Covered Person's rights to any benefit under the Plan.

Also, nothing in the above paragraph is intended to prohibit a Covered Person from

designating another person (including, in the case of an Urgent Care claim or appeal, a health care professional with knowledge of the Covered Person's medical condition) to serve as the Covered Person's authorized representative with respect to any claim or appeal filed in accordance with Plan procedures.

UnitedHealthcare or United Behavioral Health will not reimburse third parties who have purchased or have been assigned benefits by Doctors or other Providers.

**Filing a Claim for Benefits - Pre-Service Claims and Urgent Claims:** If you have a pre-service claim or an Urgent Care claim, you or your Doctor can file your claim verbally by contacting UnitedHealthcare or United Behavioral Health at (800) 331-4370. When you call this number for notification of a Pre-service or an Urgent Care claim, select the prompt for Personal Health Support.

**Filing a Claim for Benefits - Concurrent Claims:** If an on-going course of treatment was previously approved for a specific period of time or for a number of treatments and your request to extend the treatment is an Urgent Care claim, you or your Doctor can file your claim verbally by contacting UnitedHealthcare or United Behavioral Health at (800) 331-4370. If an on-going course of treatment was previously approved for a specific period of time or number of treatments and you request to extend treatment in a non-urgent circumstance, you must file a claim form and submit it to the above address indicated for mailing post-service claims.

**Required Information:** When there is a claim for benefits from UnitedHealthcare or United Behavioral Health, you must provide all of the following information:

#### Post-Service Claims:

- 1. The covered person's name and address;
- 2. The member and group number stated on your Medical ID Card; and
- 3. An itemized bill from the Provider that includes the following:
  - a) Patient diagnosis;
  - b) Date(s) of service;
  - c) Procedure code(s) and descriptions of service(s) rendered;
  - d) Charge for each service rendered;
  - e) Provider of service name, address and Tax Identification Number;
  - f) The date the Injury or Sickness began; and
  - g) A statement indicating either that the covered person is or is not enrolled for coverage under any other health insurance plan or program. If you are enrolled for other coverage you must include the name of the other carrier(s).

## **Pre-Service Claims and Urgent Care Claims:**

- 1. The member and group number stated on your Medical ID Card;
- 2. Patient diagnosis;

- 3. Date(s) of service;
- 4. Procedure code(s) (if available) and descriptions of service(s) to be rendered;
- 5. Provider of service name and/or ancillary vendor(s); and
- 6. A statement indicating either that the covered person is or is not enrolled for coverage under any other health insurance plan or program. If you are enrolled for other coverage you must include the name of the other carrier(s).

Through UnitedHealthcare or United Behavioral Health, a benefit determination will be made as set forth below. Benefits will be paid to you unless either of the following is true:

- The Provider notifies UnitedHealthcare or United Behavioral Health that your signature is on file, assigning benefits directly to that Provider, or
- You make a written request for the Out-of-Network Provider to be paid directly at the time the claim is submitted.

## **Benefit Determinations:**

**Post-Service Claims:** Post-service claims are those claims that are filed for payment of benefits after medical care has been received. If your Post-service claim is denied, you will receive a written notice from UnitedHealthcare or United Behavioral Health within a reasonable period of time, but not later than 30 days of receipt of the claim as long as all needed information was provided with the claim. UnitedHealthcare or United Behavioral Health will notify you within this 30-day period if additional information is needed to process the claim and may request a one-time extension for not longer than 15 days, pending your claim until all information is received.

Once notified of the extension, you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame and the claim is denied, UnitedHealthcare or United Behavioral Health will notify you of the denial within 15 days after the information is received. If you do not provide the needed information within the 45-day period, your claim will be denied.

**Pre-Service Claims:** Pre-service claims are those claims that require notification or approval prior to receiving medical care. If your claim was a Pre-service claim and was submitted properly with all needed information, you will receive written notice of the claim decision from UnitedHealthcare or United Behavioral Health within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days of receipt of the claim. If you filed a Pre-service claim improperly, UnitedHealthcare or United Behavioral Health will notify you of the improper filing and how to correct it within 5 days after the Pre-service claim was received. If additional information is needed to process the Pre-service claim, UnitedHealthcare or United Behavioral Health will notify you of the information needed within 15

days after the claim was received and may request a one-time extension for not longer than 15 days, pending your claim until all information is received. Once notified of the extension, you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame, UnitedHealthcare or United Behavioral Health will notify you of the determination within 15 days after the information is received. If you do not provide the needed information within the 45-day period, your claim will be denied.

*Urgent Claims:* Urgent Care claims are those claims that require notification or approval prior to receiving medical care, where a delay in treatment could seriously jeopardize your life or health or the ability to regain maximum function, or (in the opinion of a Doctor with knowledge of your medical condition) could cause severe pain. In these situations:

- You will receive notice of the benefit determination in writing or electronically within 72 hours after UnitedHealthcare or United Behavioral Health receives all necessary information, taking into account the seriousness of your condition.
- Notice of denial may be verbal with a written or electronic confirmation to follow within 3 days.

If you filed an Urgent Care claim improperly, UnitedHealthcare or United Behavioral Health will notify you of the improper filing and how to correct it within 24 hours after the Urgent Claim was received. If additional information is needed to process the claim, UnitedHealthcare or United Behavioral Health will notify you of the information needed within 24 hours after the claim was received. You then have 48 hours to provide the requested information.

You will be notified of a determination as soon as possible, but not later than 48 hours after the earlier of:

- UnitedHealthcare or United Behavioral Health's receipt of the requested information; or
- The end of the 48 hour period within which you were to provide the additional information if the information is not received within that time.

If you receive the service before waiting for benefit determination, the claim will be considered a Post-service claim. The benefit determination and appeals process would follow those for Post-service claims.

*Concurrent Care Claims:* If an on-going course of treatment was previously approved for a specific period of time or number of treatments and your request to extend the treatment is an Urgent Care claim as defined above, your request will be decided within 24 hours, provided your request is made at least 24 hours prior to the end of the approved treatment. UnitedHealthcare or United Behavioral Health will make a determination on your request for the extended treatment and notify you of its decision within 24 hours from receipt of your request. If your request for extended treatment, the

request will be treated as an Urgent Care claim and decided according to the urgent claims procedures described above.

If an on-going course of treatment was previously approved for a specific period of time or number of treatments and you request to extend treatment in a non-urgent circumstance, your request will be considered a new claim and decided according to Post-Service or Pre-service claims procedures described above, whichever applies.

If an on-going course of treatment was previously approved for a specific period of time or number of treatments and UHC or UBH has determined that such course of treatment will be reduced or terminated, UHC or UBH will notify you of such determination sufficiently in advance of such reduction or termination to allow you to appeal and obtain a determination regarding your appeal before the course of treatment is reduced or terminated.

**If Your Claim is Denied:** If your claim is denied, UnitedHealthcare or United Behavioral Health will send you a written notice of denial. The notice will explain the reason for denial and refer to the part of the Plan on which the denial is based. If an internal rule, guideline, protocol, or similar criterion was relied upon to deny your claim, you will be notified of this fact and a copy of such internal rule, guideline, protocol or similar criterion will be provided to you free of charge upon request. If your claim was denied because the services were not Medically Necessary, or experimental or unproven, the denial notice will include an explanation of this determination.

The notice will describe any additional material or information needed to perfect your claim and an explanation of why the material or information is important, and provide the claim appeal procedures.

## Medical Claim Questions and Appeals:

This section provides information to help you with the following:

- You have a question or concern about Covered Health Services or your benefits.
- You are notified that a claim has been denied because it has been determined that a service or supply is excluded under the Plan and you wish to appeal such determination.

To resolve a question or appeal, just follow these steps:

**What to Do First:** If the question or concern is about a benefit determination, you may informally contact UnitedHealthcare Customer Service at (800) 331-4370 before requesting a formal appeal. If the UnitedHealthcare Customer Service representative cannot resolve the issue to your satisfaction over the phone, you may submit your question in writing. However, if you are not satisfied with a benefit determination as described in "How to File Medical Claims" on page 96, you may

appeal it as described below without first informally contacting UnitedHealthcare Customer Service. If you first informally contact UnitedHealthcare Customer Service and later wish to request a formal appeal in writing, you should contact UnitedHealthcare Customer Service and request an appeal. If you request a formal appeal, a UnitedHealthcare Customer Service representative will provide you with the information necessary to submit an appeal.

**How to Appeal a Claim Decision:** If you disagree with a claim determination after following the above steps, you can contact UnitedHealthcare or United Behavioral Health in writing to formally request an appeal. An appeal of an urgent claim denial can be made via telephone (see "Medical Claim Questions and Appeals" on page 101. All other appeal requests must be sent to:

UnitedHealthcare Attn: Appeals P.O. Box 30432 Salt Lake City, UT 84130-0432

If the appeal relates to a claim for payment, your request should include:

- 1. The patient's name and the identification number from the Medical ID Card;
- 2. The date(s) of medical service(s);
- 3. The Provider's name;
- 4. The reason you believe the claim should be paid; and
- 5. Any documentation or other written information to support your request for claim payment.

**Appeal Process:** If you disagree with UHC's or UBH's initial claim determination, you can appeal. You must submit a request for review to UHC or UBH, as applicable, within 180 days after you receive the claim denial notice. If a Pre-Service Claim or Post-Service Claim is denied, there are two levels of appeal to UHC or UBH. If an Urgent Care Claim is denied, there is only one level of appeal.

Any review on appeal (first level, second level, or urgent claim appeal) will not give deference to the previous claim denials. A qualified individual who was not involved in the decision being appealed or a subordinate of the individual who decided the initial claim will be appointed to decide the appeal. The review will take into account all documents and other information you submit relating to your appeal, regardless of whether such documents or information were submitted or considered in previous claim decisions. If your appeal is related to clinical matters, the review will be done in consultation with a healthcare professional with appropriate expertise in the field who was not involved in the prior determination.

UnitedHealthcare or United Behavioral Health may consult with, or seek the participation of, medical experts as part of the appeal resolution process. You consent to this referral and the sharing of pertinent medical claim information. Upon

request and free of charge, you have the right to reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits, including the identification of the medical experts consulted regarding your appeal.

**Appeals Determinations - Pre-Service and Post-Service Claims:** For pre-service and post-service claim appeals, you will be provided written or electronic notification of a decision on your appeal as follows:

- For appeals of pre-service claims (as defined in "How to File Medical Claims" on page 96), the first level appeal will be conducted and you will be notified by UnitedHealthcare or United Behavioral Health of the decision within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days from receipt of a request for appeal of a denied claim. The second level appeal, if requested, will be conducted and you will be notified by UnitedHealthcare or United Behavioral Health of the decision within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days from receipt of a request for review of the first level appeal decision. The decision of unitedHealthcare or United Behavioral Health on your second level appeal is final and binding. If your second level appeal is denied, you then have the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").
- For appeals of post-service claims (as defined in "How to File Medical Claims" on page 96), the first level appeal will be conducted and you will be notified by UnitedHealthcare or United Behavioral Health of the decision within a reasonable period of time, but not later than 30 days from receipt of a request for appeal of a denied claim. The second level appeal, if requested, will be conducted and you will be notified by UnitedHealthcare or United Behavioral Health of the decision within a reasonable period of time, but not later than 30 days from receipt of a time, but not later than 30 days from receipt of a request for review of the first level appeal decision. The decision of UnitedHealthcare or United Behavioral Health on your second level appeal is final and binding. If your second level appeal is denied, you then have the right to bring a civil action under Section 502(a) of ERISA).

If your first level appeal is denied, the denial notice will explain the reason for denial and refer to the part of the Plan on which the denial is based. If an internal rule, guideline, protocol, or similar criterion was relied upon to deny your appeal, you will be notified of this fact and a copy of such internal rule, guideline, protocol, or similar criterion will be provided to you free of charge upon request. If your appeal was denied because the services were not Medically Necessary, experimental or unproven, the denial notice will include an explanation of this determination. The notice will describe your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim and appeal, and will describe the second level appeal procedures. If you are not satisfied with the first level appeal decision of UnitedHealthcare or United Behavioral Health, you have the right to request a second level appeal from UnitedHealthcare or United Behavioral Health. You must submit a second level appeal in order to preserve your right to bring a civil action under ERISA concerning the Plan's denial of your claim. Your second level appeal request must be submitted to UnitedHealthcare or United Behavioral Health within 60 days from receipt of the first level appeal decision and must specify each and every reason why you believe your claim should be approved. The denial notice from your first level appeal will indicate what information you need to include when making a second level appeal. You may include with your second level appeal information that was not submitted as part of your original claim or first level appeal.

If your second level appeal is denied, the denial notice will explain the reason for denial and refer to the part of the Plan on which the denial is based. If an internal rule, guideline, protocol, or similar criterion was relied upon to deny your appeal, you will be notified of this fact and a copy of such internal rule, guideline, protocol, or similar criterion will be provided to you free of charge upon request. If your appeal was denied because the services were not Medically Necessary, or experimental or unproven, the denial notice will include an explanation of this determination. The notice will describe your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim and appeal.

The decision of UHC or UBH on your second level appeal is final and binding. You have the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act, as amended ("ERISA") if your second level appeal is denied.

**Appeals Determinations - Urgent Claims:** For appeals of urgent claims (as defined in "How to File Medical Claims" on page 96), the urgent claim appeal does not need to be submitted in writing. You or your Doctor should call UnitedHealthcare or United Behavioral Health at (800) 331-4370 as soon as possible. Your urgent claim appeal must specify each and every reason why you believe your claim should be approved. UnitedHealthcare or United Behavioral Health will provide you with a written or electronic determination within 72 hours following receipt of your request for review of the determination, taking into account the seriousness of your condition. The decision of UHC or UBH made on your Urgent Claim appeal is final and binding.

If your urgent claim appeal is denied, the denial notice will explain the reason for denial and refer to the part of the Plan on which the denial is based. If an internal rule, guideline, protocol, or similar criterion was relied upon to deny your appeal, you will be notified of this fact and a copy of such internal rule, guideline, protocol, or similar criterion will be provided to you free of charge upon request. If your appeal was denied because the services were not Medically Necessary, or experimental or unproven, the denial notice will include an explanation of this determination. The notice will describe your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim and appeal. In addition, you have the right to bring a civil action under Section 502(a) of the ERISA if your Urgent Claim appeal is denied.

**Appeals Determinations - Concurrent Care Claims:** For appeals of concurrent care claims (as defined in "How to File Medical Claims" on page 96), the appeal of a denial of a concurrent care claim will be decided according to the urgent claim, or pre-service and post-service claim appeal procedures described above, whichever applies.

## **Coordination of Benefits:**

Coordination of benefits applies when a covered retiree or a covered Dependent has health coverage under the UHC HDHP PPO Program and one or more Other Plans. One of the plans involved will pay the benefits first: that plan is Primary. The other of the plans involved will pay benefits next: that plan is Secondary.

The rules shown in this provision determine which plan is Primary and which plan is Secondary. Whenever there is more than one plan, the maximum benefit paid is determined by each plan's coordination of benefit rules, but no more than Allowable Expenses charged for that Calendar Year, in any event. When the UHC HDHP PPO Program is determined to be the Secondary Plan, the total amount of benefits paid in a Calendar Year cannot be more than the Paid Expenses had the Union Pacific Plan been the Primary Plan.

## **Example of Coordination of Benefits:**

Assume: a) Deductibles have been met &		
b) UHC HDHP PPO Program is Secondary		
Allowable Expense\$100		
Other Plan Benefit at 75%\$75		
<b>Coinsurance:</b> UHC HDHP PPO Program Benefit paid at 80%		
(\$80 less amount paid by Other Plan)\$5		
Total Paid Benefit from Both Plans\$80		
Retiree's Out of Pocket Expense\$20		

**How Coordination Works:** When the UHC HDHP PPO Program is Primary, it pays its benefits as if the Secondary Plan or Plans did not exist.

When the UHC HDHP PPO Program is a Secondary Plan, its benefits are reduced so that the total benefits paid or provided by all plans during a Calendar Year are not more than the amount the UHC HDHP PPO Program would have paid if it were the Primary Plan.

Any reductions in benefits will be applied equally to each benefit that would have been paid under the UHC HDHP PPO Program.

Which Plan Pays First: When you or your Dependents are covered by two or more plans, the following rules apply:

- For you, your plan will pay its benefits first.
- For your Spouse or Dependent Child(ren)if he/she is covered as an employee under another plan, that plan would pay benefits first.
- For your Spouse or Dependent Child(ren), if he/she is a student of a postsecondary educational institution and covered under another plan through that educational institution, that plan would pay benefits first.
- If your Dependent Children are covered under plans of both you and your Spouse, the UHC HDHP PPO Program would pay its benefits first if your birthday falls earlier in the Calendar Year than your Spouse's birthday. If your Spouse's birthday is earlier in the Calendar Year, your Spouse's plan would pay benefits first. This is called the "Birthday Rule." The year of birth is ignored. If both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which covered the other parent for a shorter period of time.
- If the other plan has a different rule to determine which plans pays benefits first, UnitedHealthcare and United Behavioral Health will use that plan's rule in determining which plan pays benefits first.
- For a Dependent Child with separated or divorced parents, benefits will be determined in the following order:
  - The plan of the parent with custody;
  - The plan of the Spouse of the parent with custody;
  - Finally, the plan of the parent without custody. However, if a legal decree states that one parent is responsible for healthcare expenses, that parent's plan would pay benefits first.
- If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the healthcare expenses of the Child, the plans covering the Child shall follow the order of benefit determination rules that apply to Dependents of parents who are not separated or divorced.
- When a retiree is covered as an active Employee under another plan, the other plan would pay benefits first for the retiree and any Dependents covered. However, if the other plan does not use this rule, it will not apply.
- If none of these rules determines the order of benefits, the plan which has covered a person longer would pay its benefits first.

**Impact of Government Plans Other than Medicare on Benefits:** Benefits will not be payable to the extent that they are available to you under any government plan, program, or coverage, other than Medicare. This is true whether or not you have enrolled for all government plans for which you are eligible.

This will not apply if the law mandates that benefits under this Plan be paid first, or if the government plan was not in effect on the date that your benefits became effective under this Plan. **Right to Exchange Information:** To enforce the Coordination of Benefits provision, UnitedHealthcare and United Behavioral Health have the right to give or receive information on your benefits and expenses without your consent. Any claim you submit must have the information that is needed to apply the Coordination of Benefits provision (i.e., proof of other coverage).

The Coordination of Benefits provisions do not apply to Pharmacy Benefits. Pharmacy Benefits will not be coordinated with those of any other health coverage plan.

## **UHC HDHP PPO PROGRAM: PHARMACY BENEFITS**

The UHC HDHP PPO Program administered by UnitedHealthcare includes an In-Network Retail Pharmacy, In-Network Mail Order Pharmacy Service, Specialty Pharmacy Service, and an Out-of-Network Retail Pharmacy feature. The In-Network Retail Pharmacy, In-Network Mail Order Pharmacy Service, Specialty Pharmacy Service, and Out-of-Network Retail Pharmacy feature apply to covered outpatient prescription drugs. Whomever you elect to cover under the UHC HDHP PPO Program is considered a "Covered Person" for purposes of the Pharmacy Program section of this document. You can find the meaning of other capitalized terms found in this Section in the "Pharmacy Benefit Defined Terms" on page 129 and "Glossary" sections on page 175 of this document.

# The Pharmacy benefits under the UHC HDHP PPO Program are provided by United Healthcare (UHC)/OptumRx.

#### Identification (ID) Card – In-Network Pharmacy:

You must either show your UnitedHealthcare ID card at the time you obtain your Prescription Drug Product at an In-Network Pharmacy or you must provide the In-Network Pharmacy with identifying information that can be verified by UHC/OptumRx during regular business hours. The Union Pacific group number for UHC is 183842. If you are registered at www.myuhc.com, you can access your ID card through your mobile device at either <u>www.myuhc.com</u> or through UHC's Health4Me app.

If you do not present your UnitedHealthcare ID card or provide verifiable information at an In-Network Pharmacy, you will be required to pay the amount charged by the pharmacy for the Prescription Drug Product at the pharmacy. You may seek reimbursement as described in the "How to File Pharmacy Claims" section. When you submit a claim on this basis, you may pay more because you failed to verify your eligibility at the time the Prescription Drug Product was dispensed. The amount of the reimbursement will be based on the Prescription Drug Cost, less any Deductible or Pharmacy Coinsurance Payment that applies.

#### Limitation on Selection of Pharmacies:

If UHC/OptumRx determines that you may be using Prescription Drug Products in a harmful or abusive manner, or with harmful frequency, your selection of In-Network Pharmacies may be limited. If this happens, UHC/OptumRx may require you to select a single In-Network Pharmacy that will provide and coordinate all future pharmacy services. Benefits will be paid only if you use the designated single In-Network Pharmacy. If you do not make a selection within 31 days of the date you are notified, UHC/OptumRx will select a single In-Network Pharmacy for you.

#### **Concurrent Drug Utilization Review:**

The Concurrent Drug Utilization Review (CDUR) program screens your prescription for safety and medication use considerations by identifying potentially dangerous drug interactions that may result when two particular medications are taken at the same time. At the time the prescription is dispensed, an alert of a potential problem is sent electronically to the pharmacy. Once notified of a potential problem, the pharmacist may call the prescribing Doctor or discuss the medication with you and suggest that you speak with your Doctor. This program is used if you use an In-Network Pharmacy.

#### Additional Information About Your Prescriptions:

Retirees can find helpful resources for prescription drugs, such as cost and the usage of a drug, drug interactions and side effects, clinical programs, pharmacy locations, cost saving options, and Specialty Pharmacies by visiting the UHC website. You may also determine whether a Prescription Drug Product has been assigned a maximum quantity level for dispensing. To access this site, log onto your account at <u>www.myuhc.com</u>; then click on "Pharmacies & Prescriptions." You will be directed to a menu of pharmacy items, as well as search capabilities. You may also call member services at (800) 331-4370.

#### What's Covered:

The Plan pays benefits for outpatient Prescription Drug Products given to a Covered Person according to the provisions described below (see "Mandatory Mail Order Program," "Discretionary Mail Order Program," "Specialty Pharmacy Services" and "Payment Information" sections). Refer to "What's Not Covered - Exclusions" below for exclusions.

Prescribed drugs and medicines for inpatient services are covered as medical expenses under the UHC HDHP PPO Program provisions. The UHC HDHP PPO Program provisions also apply to outpatient prescription drugs that are administered in a Doctor's office or other licensed outpatient setting, unless the drugs are excluded from the UHC HDHP PPO Program under "Additional Exclusions" on page 79. These drugs and medicines eligible for payment under the medical program provisions then are not payable under the Pharmacy provisions. Likewise, the drugs and medicines eligible under the Pharmacy provisions then are not payable under the Medical provisions.

#### **Benefits for Outpatient Prescription Drug Products:**

Benefits are payable for an outpatient Prescription Drug Product on the UHC/OptumRx Prescription Drug List when UHC/OptumRx determines that the Prescription Drug Product is, in accordance with UHC/OptumRx approved guidelines:

• Prescribed to treat a Covered Health Service see page 37; or to treat conception;

- The prescription is not experimental, investigational, or unproven; and
- Determined by UHC/OptumRx to be Medically Necessary.

#### Supply Limits:

Note: Some products are subject to supply limits based on criteria that UHC/OptumRx has developed, subject to their periodic review and modification. The limit may restrict the amount dispensed per Prescription Order or Refill and/or the amount dispensed per month's supply.

You may determine whether a Prescription Drug Product has been assigned a maximum quantity level for dispensing online at <u>www.myuhc.com</u> or by calling members services at (800) 331-4370 and choosing the pharmacy prompt.

**Coverage Authorization:** UHC/OptumRx uses a series of reviews when processing prescriptions known collectively as "coverage authorization."

Benefits may not be available for the Prescription Drug Product after UHC/OptumRx reviews the documentation provided if UHC/OptumRx determines that the Prescription Drug Product is not prescribed to treat a Covered Health Service or it is an experimental, investigational, or unproven. You may appeal this determination as described in the "Pharmacy Claim Questions and Appeals" section on page 126.

If you are using an In-Network Retail Pharmacy, your pharmacist will be notified that your Doctor must get approval for the prescription to be covered, by calling (800) 331-4370. If you are using the UHC/OptumRx Mail Order Pharmacy Service, the pharmacist will call your Doctor to start the approval process. For prescriptions, your Doctor will be asked to provide information to determine if the prescription meets the coverage conditions of your pharmacy benefit. The information your Doctor provides will be reviewed, and coverage will be approved or denied. Letters will be sent to you and your Doctor to explain the decision and provide instructions on how to appeal if coverage was denied.

If you use an Out-of-Network Retail Pharmacy, coverage authorization still applies and will be reviewed at the time that you submit a claim for reimbursement or you or your Doctor can check beforehand by calling (800) 331-4370 to ensure that the medications prescribed are in conformance with their coverage authorization. Only approved claims will be reimbursed. Retirees will also receive a statement outlining the authorization procedures.

**Quantity Level Limits (QLL)/Quantity per Duration (QD):** The QLL program defines the maximum quantity of medication that can be covered for one prescription. The QD program defines the maximum quantity of medication that can be covered in a one-month period. The QLL and QD programs have been developed based upon prevailing medical practices, pharmaceutical safety and the quality of care to the patient. These standards are based upon the manufacturer's

package size, dosing indications that are included in the United States Food and Drug Administration (FDA) labeling, and medical literature or guidelines.

If your prescription exceeds the limit and you are using an In-Network Retail Pharmacy or the UHC/OptumRx Mail Order Pharmacy Service, your Doctor or pharmacist will be notified of the quantity covered under a single prescription. Generally, this limit is for up to 31 days for Retail or up to 90 days for Mail Order. You will have the option to:

- Accept the established quantity limit.
- Pay additional out-of-pocket costs or Pharmacy Coinsurance Payments for amounts that exceed the quantity limit.
- Discuss alternatives with your Doctor before deciding whether to fill the prescription.
- Request coverage authorization for the additional amounts through the coverage review process (when coverage review is available).

If your prescription exceeds the limit and you are using an Out-of-Network Retail Pharmacy, you must file a claim to receive reimbursement and your reimbursement will be limited to the benefit payment based upon the Predominant Reimbursement Rate for the quantity of medication allowed under the QLL and/or QD guidelines.

The QLL and Q D limits are subject to change at the discretion of UHC/OptumRx. You will be notified in writing if a change is made on a drug you have been prescribed and had filled or filed a claim through the UHC/OptumRx system.

Note: Review of Quantity Duration is very similar to Quantity Level Limits; however, Quantity Duration review will also review the timeframe when the refill can be obtained.

To learn more about medication patient safety programs and coverage authorizations through your pharmacy benefit, call UHC/OptumRx at (800) 331-4370 and choose the pharmacy prompt.

#### Notification Requirements:

**In-Network Pharmacy Notification:** When Prescription Drug Products are dispensed at an In-Network Pharmacy, the prescribing Provider, the pharmacist, or you are responsible for notifying UHC/OptumRx.

**Out-of-Network Retail Pharmacy Notification:** When Prescription Drug Products are dispensed at an Out-of-Network Retail Pharmacy, you or your Doctor must notify UHC/OptumRx as required.

If UHC/OptumRx is not notified before the Prescription Drug Product is dispensed, you can ask UHC/OptumRx to consider reimbursement after you receive the Prescription Drug Product. You will be required to pay for the Prescription Drug

Product at the pharmacy. You may seek reimbursement from UHC/OptumRx as described in the "How to File Pharmacy Claims" section, page 125.

When you submit a claim on this basis, the amount you are reimbursed will be based on the Prescription Drug Cost (for Prescription Drug Products from an In-Network Pharmacy) or the Predominant Reimbursement Rate (for Prescription Drug Products from an Out-of-Network Retail Pharmacy), less your remaining Deductible and/or your required Pharmacy Coinsurance Payment, if any. The UHC/OptumRx contracted pharmacy reimbursement rates (the UHC/OptumRx Prescription Drug Cost) will not be available to you at an Out-of-Network Retail Pharmacy.

Pharmacy Program benefits begin at the point-of-service (before a prescription is filled) to provide your pharmacist with important medication and benefit information.

#### **Progression Rx/Step Therapy:**

Prescription Drug Products belonging in certain therapeutic classes are subject to step therapy requirements. This means that, in order to receive benefits for such Prescription Drug Product, you will be required to try a lower cost Prescription Drug Product in the same therapeutic class first. You may determine whether a particular Prescription Drug Product is subject to step therapy requirements by visiting www.myuhc.com or by calling UHC/OptumRx at (800) 331-4370 and choosing the pharmacy prompt.

#### **Specialty Pharmacy Services:**

Certain pharmacy prescriptions are made using special compounds, which are not ordinarily kept in stock and may require advance notice to fill. UHC has established a group of Specialty Pharmacies with clinical expertise in dispensing specialty drugs that must be filled through a UHC Specialty Pharmacy. Prescriptions obtained through a Specialty Pharmacy are dispensed in 31-day quantities and delivered directly to your home.

Specific drugs that must be dispensed through a Specialty Pharmacy can be found on the pharmacy link through <u>www.myuhc.com</u>. If you have a new prescription for a Prescription Drug Product that must be filled by a UHC Specialty Pharmacy, you must contact the Specialty Pharmacy to process the prescription. If you present a specialty prescription to a retail pharmacy, the retail pharmacy will receive a message from UHC that includes a Specialty Pharmacy's phone number.

Once you contact the Specialty Pharmacy, it will provide instructions regarding how to submit the prescription for filling. You may need to furnish payment information before the Specialty Pharmacy fills your prescription.

• You will have access to a Specialty Pharmacy pharmacist who has been trained in dispensing of your drug and is available 24 hours a day, seven days a week, to answer your questions.

- Your prescription will be delivered directly to your home.
- Refills will be coordinated between the UHC Specialty Pharmacy and your Doctor, delivered directly to your home every 31 days.

## Specialty drugs not filled by a Specialty Pharmacy will not be covered by the Plan.

Benefits for the Specialty Pharmacy drugs are payable, following the Schedule of Benefits entitled "Prescription Drugs from Retail or Specialty Pharmacy" on page 121.

**Note:** A Prescription Order or Refill for a Prescription Drug Product identified as a "Specialty Drug" and required to be filled by a UHC Specialty Pharmacy cannot be written for a 90-day supply and cannot be obtained through the Discretionary Mail Order Pharmacy Program. Specialty Pharmacy prescriptions are dispensed in 31-day quantities.

# To contact the Specialty Pharmacy referral line for any questions call (800) 331-4370. You will be provided contact information for the specific Specialty Pharmacy that specializes in the drug you use. OptumRx will work with you to establish your contact with the Specialty Pharmacy.

#### Mandatory Mail Order Program:

The Mandatory Mail Order (MMO) Program is a program that requires you to use the Mail Order Pharmacy to obtain certain maintenance medications. Maintenance medications are Prescription Drug Products, which are designed to be prescribed as an ongoing therapy. Many maintenance medications can be purchased more conveniently, at a lesser cost to you and the Plan, through the Mail Order Pharmacy. You will be contacted by UHC/OptumRx if your medication is required to be filled through the UHC/OptumRx Mandatory Mail Order Program.

A Prescription Order or Refill for a Prescription Drug Product that is listed by UHC/OptumRx as a Mandatory Mail Order maintenance medication must be written for a 90-day supply. Your Doctor may write a Prescription Order or Refill for up to a 12 month supply for the maintenance medication. To do so, the Prescription Order or Refill must be written for a 90-day supply, with three refills. You will receive reminders when it is time to request a refill of your prescription, which you may do by telephone or online. Once you have requested your refill, your 90-day supply will be dispensed and delivered directly to your home.

For prescriptions being filled for the first time through the Mail Order Pharmacy, you or your Doctor must complete a Mail Order Form. This form can be found on the pharmacy link through <u>www.myuhc.com</u>.

The form can be faxed by you or your Doctor or you can mail it to: OptumRx P.O. Box 2975 Mission, KS 66201 Fax Number: (800) 491-7997

If you have a new Prescription Order or Refill for a Prescription Drug Product listed as a MMO maintenance medication that must be filled by the Mail Order Pharmacy, or if you have an existing Prescription Order or Refill for such a Prescription Drug Product at the time you become enrolled in the UHC HDHP PPO, you may fill your prescription a maximum of two times at a Retail Pharmacy and still receive benefits under the Pharmacy Program. If you fill your Prescription Order or Refill for a MMO maintenance medication at a Retail Pharmacy, you will receive a letter from UHC/OptumRx, indicating that your prescription for the maintenance medication must be filled through the Mail Order Pharmacy after the second fill, and that you must ask your Doctor to write a new prescription for the maintenance medication as a 90-day supply. After the second fill at a Retail Pharmacy, your continued use of a Retail Pharmacy for a MMO maintenance medication will no longer be covered under the Pharmacy Program.

#### **Opting Out of Mandatory Mail Order**

The MMO program is designed to provide maintenance medications to you at the lowest cost for both you and the Plan. However, because of continually changing market conditions, there are some instances when purchasing through MMO may not be your lowest cost option. If you are able to obtain the medication at a Retail Pharmacy at a lower cost than the Mail Order Pharmacy cost, you can opt out of the Mandatory Mail Order Program by calling OptumRx at (800) 331-4370. You may then continue to use that Retail Pharmacy to purchase your maintenance medication and the medication will be covered under the Pharmacy Program. To contact the Mail Order Pharmacy with any questions call (800) 331-4370.

#### **Discretionary Mail Order Program:**

A Mail Order Pharmacy Service option is available for your convenience. You must pay 100% of the Prescription Drug Cost for the Prescription Drug Product until you meet the HDHP Deductible. Refer to "Pharmacy Benefit Payment Information, Deductible" on page 115. After you have met your HDHP Deductible, you must pay for the Prescription Drug Product according to the three-tier Coinsurance structure shown in the Benefit Information table for Mail Order Prescription Drug Products. Payment is made for up to a 90-day supply for each prescription filled by the Mail Order Pharmacy Service. The original prescription must be written for a 90-day supply, plus refills.

For prescriptions being filled for the first time by mail order:

- You or your Doctor must complete a Mail Order Form. This form can be found on the pharmacy link through <u>www.myuhc.com</u>. The form can be faxed by you or your Doctor or you can mail it to: OptumRx
   P.O. Box 2975
   Mission, KS 66201
   Fax Number: (800) 491-7997
- The prescription should be written for a 90-day supply, plus refills.
- You can contact the Mail Order Pharmacy to find out the cost of the prescription by calling OptumRx at (800) 331-4370.
- Your payment options for the Mail Order Pharmacy Service are:
  - Payment by credit card or debit card;
  - Payment by check with your order;
  - Payment by ACH transfer or "Tele-check" handled over the telephone (Note: there are no additional fees for this service); or
  - You can submit an order and be billed for the cost of a 90-day prescription up to \$100.
- If your Doctor has prescribed a 90-day medication with refills, after the initial prescription submitted, you can request a refill over the phone or at <u>www.myuhc.com</u>.
- When your prescription expires, you will need to request a new prescription from your Doctor. Your prescription may be for up to 12 months. Then a 90-day supply will be delivered directly to your home.

For additional information about your pharmacy benefits, call UHC/OptumRx at (800) 331-4370 and choose the pharmacy prompt or visit the prescription drug section at <u>www.myuhc.com</u>.

#### Pharmacy Benefit Payment Information:

**Deductible:** You are responsible for paying the cost of covered pharmacy and Covered Health Services until the HDHP Deductible is met before pharmacy benefits are payable under the Plan. (For more information on the HDHP Deductible, see the "Schedule of Benefits" on page 30.) The HDHP Deductible, including family limits, is listed in the following table.

• The amounts you pay for contracted rates with an In-Network Pharmacy for Prescription Drug Products on the Prescription Drug List are applied against the HDHP Deductible. If an Out-of-Network Retail Pharmacy is used, only the amounts you pay up to the Predominant Reimbursement Rate for Prescription Drug Products on the Prescription Drug List are applied against the HDHP Deductible.

• The amounts you pay for contracted rates with a Preferred Provider for Covered Health Services are also applied against the HDHP Deductible. If a Non-Preferred provider is used to receive Covered Health Services, only the Reasonable and Customary Charges for Covered Health Services are applied against the HDHP Deductible.

HDHP DEDUCTIBLE		
<b>In-Network</b> \$2,800 per covered person per Calendar Year, not to exceed		
\$5,600 for all covered persons in a family.		
<b>Out-of-</b> \$5,600 per covered person per Calendar Year, not to exceed		
<b>Network</b> \$11,200 for all covered persons in a family.		

After the HDHP Deductible is met, you are responsible for paying the applicable Pharmacy Coinsurance Payment, described below.

**Pharmacy Coinsurance Payment:** The Pharmacy Coinsurance Payment that you will be required to pay depends on (1) the type of pharmacy that fills the prescription (i.e., In-Network Retail Pharmacy, Specialty Pharmacy, Mail Order Pharmacy, or Out-of-Network Retail Pharmacy), and (2) the Tier that the prescription falls in. After the HDHP Deductible is met, you are responsible for paying the applicable Pharmacy Coinsurance Payment, up to the HDHP Coinsurance Maximum (described in the following Payment Information Schedule), when Prescription Drug Products that are on the UHC/OptumRx Prescription Drug List are obtained from a Retail, Mail Order or Specialty Pharmacy. The amount you pay for the HDHP Deductible or any non-covered drug product will not be included in calculating the HDHP Coinsurance Maximum. You are responsible for paying 100% of the cost (the amount the pharmacy charges you) for any non-covered drug product and the UHC/OptumRx contracted rates (the UHC/OptumRx Prescription Drug Cost) will not be available to you.

- After the HDHP Deductible is met, the amounts you pay for contracted rates with an In-Network Pharmacy for Prescription Drug Products on the Prescription Drug List are applied against the HDHP Coinsurance Maximum. If an Out-of-Network Retail Pharmacy is used, only the amounts you pay up to the Predominant Reimbursement Rate for Prescription Drug Products on the Prescription Drug List are applied against the HDHP Coinsurance Maximum.
- After the HDHP Deductible is met, the amounts you pay for contracted rates with a preferred provider for Covered Health Services are also applied against the HDHP Coinsurance Maximum. If a Non-Preferred provider is used to receive Covered Health Services, only the Reasonable and Customary Charges for Covered Health Services are applied against the HDHP Coinsurance Maximum.

PAYMENT INFORMATION SCHEDULE		
Payment Term	Description	Amounts
Pharmacy	Pharmacy Coinsurance Payments	For Prescription Drug
Coinsurance	for a Prescription Drug Product on	Products at an In-Network
Payment	the Prescription Drug List at an In-	Pharmacy, you are responsible
	Network Pharmacy are a percentage	for paying the lower of:
	of the Prescription Drug Cost.	• The applicable Pharmacy Coinsurance Payment; or
	Pharmacy Coinsurance Payments	The Prescription Drug
	for a Prescription Drug Product on	Cost for that Prescription
	the Prescription Drug List at an Out-	Drug Product.
	of-Network Retail Pharmacy are a	See the Pharmacy Coinsurance
	percentage of the Predominant	percentage stated in the
	Reimbursement Rate.	Benefit Information table on
		page 120 for amounts.
	Your Pharmacy Coinsurance	
	Payment is determined by the tier to	
	which the Prescription Drug List	
	Management Committee has	
	assigned a Prescription Drug	
	Product.	
	<b>Note:</b> The tier status of a	
	Prescription Drug Product can	
	change periodically, generally	
	quarterly, based on the Prescription	
	Drug List Management	
	Committee's periodic tier decisions.	
	When that occurs, your Pharmacy	
	Coinsurance Payment may change.	
	If there is a tier change which	
	increases your Pharmacy	
	Coinsurance Payment for a	
	medication you have previously	
	filled with UHC/OptumRx you will	
	be notified by UHC/OptumRx either	
	by letter or by sending information	
	to the pharmacy when the	
	prescription is being processed. In	
	addition you can go to	
	www.myuhc.com or call	
	UHC/OptumRx at (800) 331- 4370	
	for the most up-to-date tier status.	

PAYMENT INFORMATION SCHEDULE		
Payment Term	Description	Amounts
HDHP	After meeting the HDHP	In-Network:
Coinsurance	Deductible, the HDHP Coinsurance	Combined medical and
Maximum	Maximum is the maximum amount	prescription coinsurance
	you are required to pay for Covered	maximum of \$2,900 per
	Health Services and/or Prescription	covered person per Calendar
	Drug Products on the	Year, not to exceed \$5,800 for
	UHC/OptumRx Prescription Drug	all covered persons in a family.
	List in a single Calendar Year.	
		Out-of-Network: Combined
	Once you reach the HDHP	medical and prescription
	Coinsurance Maximum, you will not	coinsurance maximum of
	be required to pay Pharmacy	\$5,800 per covered person per
	Coinsurance Payments for covered	Calendar Year, not to exceed
	Prescription Drug Products on the	\$11,600 for all covered
UHC/OptumRx Prescription Dru		persons in a family.
	List for the remainder of the	
	Calendar Year.	The HDHP Coinsurance
		Maximum does not include the
	Note: For prescriptions purchased at	Annual HDHP Deductible.
	an Out-of-Network Retail	
	Pharmacy, any charges above the	
	Predominant Reimbursement Rate	
	are not considered by the Plan as	
	benefit payments and do not count	
	toward your HDHP Coinsurance	
	Maximum.	

**Three-Tier Pharmacy Coinsurance:** Your Pharmacy Coinsurance Payment under the UHC HDHP PPO Program once the HDHP Deductible has been met depends on the tier to which the Prescription Drug Product is assigned. Prescription Drug Products are assigned to one of three tiers by UHC/OptumRx. Each tier is assigned a Pharmacy Coinsurance percentage, with a minimum and maximum (in the next few pages on page 120). Tier 3 Prescription Drug Products have the highest Pharmacy Coinsurance Payment percentage and Tier 1 Prescription Drug Products have the lowest percentage. The tier assignments change periodically. Tiers indicate how much you will pay for a medication after you have satisfied the HDHP Deductible. You can obtain information regarding which drugs fall into the different tiers by going to www.myuhc.com or by calling member services at (800) 331-4370 and choosing the pharmacy prompt.

Sometimes your Doctor may prescribe a medication to be "dispensed as written" when a lower tier or lower cost brand or Generic alternative drug is available. As part of your Plan, the pharmacist may discuss with your Doctor whether an alternative drug might be appropriate for you. You and your Doctor should make the final decision on your medication, and you can always choose to keep the original prescription at the higher Pharmacy Coinsurance Payment. The difference between

the Pharmacy Coinsurance Payment for the originally prescribed Prescription Drug Product and the Pharmacy Coinsurance Payment for the alternative Prescription Drug Product is included in your Coinsurance Maximum.

**Preventive Pharmacy Benefits:** Certain Prescription Drug Products that are categorized as preventive care benefits under the Patient Protection and Affordable Care Act (PPACA) are available to members at no charge and are not subject to deductible or coinsurance provisions of the Plan if such Prescription Drug Products are received from an In-Network Pharmacy. Whether a Prescription Drug Product is available to members at no charge may be determined by going to the "Pharmacies & Prescriptions" section of www.myuhc.com, or by calling UHC/OptumRx at (800) 331-4370 for the most up-to-date status.

**Coverage Policies and Guidelines:** The UHC/OptumRx Prescription Drug List Management Committee is authorized to make tier placement changes on the Plan's behalf. The Prescription Drug List Management Committee makes the final classification of a FDA-approved Prescription Drug Product to a certain tier by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety and/or relative efficacy of the Prescription Drug Product, and whether or not supply limits or notification requirements should apply.

Economic factors may include, but are not limited to, the Prescription Drug Product's acquisition cost including, but not limited to, available rebates, and assessments on the cost effectiveness of the Prescription Drug Product.

#### UHC/OptumRx may periodically change the placement of a Prescription Drug Product among the tiers. These changes generally will occur quarterly. These changes may occur without prior notice to you.

When considering a Prescription Drug Product for tier placement, the Prescription Drug List Management Committee reviews clinical and economic factors regarding covered persons as a general population. Whether a particular Prescription Drug Product is appropriate for an individual Covered Person is determined by the Covered Person and the prescribing Doctor.

#### When a Generic becomes available for a Brand-name Prescription Drug Product: The tier placement of the Brand-name Prescription Drug Product may change, and therefore, your Pharmacy Coinsurance Payment may change. You will pay the Pharmacy Coinsurance Payment applicable for the tier to which the Prescription Drug Product is assigned at the time the Prescription Order or Refill is dispensed. Generic drugs are generally placed in Tier-1; however this is not always the case (e.g., when a single manufacturer has exclusive marketing rights for a newly available generic drug, the drug may initially be placed on a higher Tier until the period of exclusivity has expired and competition makes the drug more affordable.)

NOTE: The tier status of a Prescription Drug Product may change periodically based on the process described above. As a result of such changes, you may be required to pay more or less for that Prescription Drug Product. Please go to <u>www.myuhc.com</u> or call UHC/OptumRx at (800) 331-4370 for the most up-to-date tier status.

Benefit	Info	rmation:
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The following tables describe Pharmacy Coinsurance Payments and			
In-Network and Out-of-Network	Your Pharmacy Coinsurance Payment		
Pharmacy Benefits and Supply Limits	Amount (after satisfaction of the HDHP		
	Deductible)		
In-Network Retail or Specialty	Your Pharmacy Coinsurance Payment is		
Pharmacy: Benefits are provided for	determined by the tier to which the		
outpatient Prescription Drug Products on	Prescription Drug List Management		
the Prescription Drug List dispensed by a	Committee has assigned the Prescription		
Retail In-Network Pharmacy as written by	Drug Product. All Prescription Drug		
the Provider, up to a consecutive 31-day	Products on the Prescription Drug List are		
supply of a Prescription Drug Product,	assigned to Tier-1, Tier-2 or Tier-3. Please		
unless adjusted based on the drug	go to <u>www.myuhc.com</u> , or call		
manufacturer's packaging size, or based	UHC/OptumRx at (800) 331-4370 to		
on supply limits.	determine tier status.		
	• 20% of the Prescription Drug Cost		
Certain generics may also be dispensed by	for a Tier-1 Prescription Drug Product.		
an In-Network Retail Pharmacy up to a	• 30% of the Prescription Drug Cost		
90-day supply.	for a Tier-2 Prescription Drug Product.		
	• 40% of the Prescription Drug Cost		
	for a Tier-3 Prescription Drug Product.		
	Each In-Network Retail or Specialty		
	Pharmacy Prescription Order or Refill for the		
	Tiers above is subject to a per prescription		
	minimum Pharmacy Coinsurance Payment of		
	\$10 (or the actual drug cost if less) and a per		
	prescription Pharmacy Coinsurance		
	Maximum payment of \$100.		
	COVERED AT NO COST		
	(Deductible and Coinsurance do not		
	apply):		
	<ul> <li>Prescription Drug Products that are</li> </ul>		
	preventive care under the PPACA		
	NOT COVERED:		
	• Mandatory Mail Order (MMO) drugs		
	filled at a Retail Pharmacy after the 2-fill		
	transition period; or		
	• Specialty Pharmacy drugs, including		
	self-injectable infertility drugs, filled at		
	a Retail Pharmacy.		

PRESCRIPTION DRUGS FROM RETAIL OR SPECIALTY PHARMACY			
In-Network and Out-of-Network	Your Pharmacy Coinsurance Payment		
Pharmacy Benefits and Supply Limits	Amount (after satisfaction of the HDHP		
	Deductible)		
Out-of-Network Retail	Your Pharmacy Coinsurance Payment is		
Pharmacy: Benefits are	determined by the tier to which the		
provided for outpatient	Prescription Drug List Management		
Prescription Drug Products on	Committee has assigned the Prescription		
the	Drug Product. All Prescription Drug		
Prescription Drug List dispensed by an	Products on the Prescription Drug List are		
Out-of-Network Retail Pharmacy as	assigned to Tier-1, Tier-2, or Tier-3. Please		
written by the Provider, up to a	go to <u>www.myuhc.com</u> , or call		
consecutive 31-day supply of a	UHC/OptumRx at (800) 331-4370 to		
Prescription Drug Product, unless	determine tier status.		
adjusted based on the drug manufacturer's	• 20% of the Predominant		
packaging size, or based on supply limits.	Reimbursement Rate for a Tier- 1		
	Prescription Drug Product.		
If the Prescription Drug Product on the	• <b>30%</b> of the <b>Predominant</b>		
Prescription Drug List is dispensed by an	<b>Reimbursement Rate</b> for a Tier- 2		
Out-of-Network Retail Pharmacy, you	Prescription Drug Product.		
must pay for the Prescription Drug	• 40% of the <b>Predominant</b>		
Product at the time it is dispensed and	<b>Reimbursement Rate</b> for a Tier- 3		
then file a claim for reimbursement with	Prescription Drug Product.		
UHC/OptumRx. The Plan will not	r rescription Drug i roduct.		
reimburse you for your Deductible,	Each Out-of-Network Retail Prescription		
Pharmacy Coinsurance Payment or the	Order or Refill for the Tiers above is subject		
difference between the billed cost and the	to a per Prescription minimum Pharmacy		
Predominant Reimbursement Rate for that	Coinsurance Payment of \$10 (or the actual		
Prescription Drug Product. In addition,	drug cost if less) and a per prescription		
the Plan will not reimburse you for any	Pharmacy Coinsurance Maximum payment of		
drug not on the Prescription Drug List.	\$100.		
	\$100.		
In most cases, you will pay more if you	NOT COVERED:		
obtain Prescription Drug Products			
from an Out-of-Network Retail	Mandatory Mail Order (MMO) drugs		
Pharmacy.	filled at a Retail Pharmacy after the 2-fill		
	transition period; or		
	Specialty Pharmacy drugs, including		
	self-injectable infertility drugs, filled at a		
	Retail Pharmacy.		

### PRESCRIPTION DRUGS FROM MAIL ORDER PHARMACY

In-Network and Out-of-Network Pharmacy Benefits and Supply Limits	Your Pharmacy Coinsurance Payment Amount (after satisfaction of the HDHP Deductible)
In-Network Mail Order Pharmacy Benefits are provided for outpatient Prescription Drug Products on the Prescription Drug List dispensed by an In-Network Mail Order Pharmacy as written by the Provider, up to a consecutive 90- day supply of a Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits. Out of Network Mail Order Pharmacy Prescription Drug Products dispensed by an Out-of-Network Mail Order Pharmacy will not be covered by the Plan.	<ul> <li>Your Pharmacy Coinsurance Payment is determined by the tier to which the Prescription Drug List Management Committee has assigned the Prescription Drug Product. All Prescription Drug List are assigned to Tier-1, Tier-2 or Tier-3. Please go to www.myuhc.com, or call UHC/OptumRx at (800) 331-4370 to determine tier status.</li> <li>15% of the Prescription Drug Cost for a Tier-1 Prescription Drug Cost for a Tier-2 Prescription Drug Cost for a Tier-2 Prescription Drug Cost for a Tier-3 Prescription Drug Product.</li> <li>40% of the Prescription Drug Cost for a Tier-3 Prescription Drug Product. Each Mail Order Prescription Order or Refill for the Tiers above is subject to a Per Prescription minimum Pharmacy Coinsurance Payment of \$25 (or the actual drug cost if less) and a per prescription Pharmacy Coinsurance Maximum payment of \$150.</li> <li>COVERED AT NO COST (Deductible and Coinsurance do not apply):</li> <li>Prescription Drug Products that are preventive care under the PPACA</li> </ul>

#### What's Not Covered - Exclusions:

The following exclusions apply to the Pharmacy Program (Note - Some items excluded here may be covered under the retiree medical provisions):

- Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) exceeding the supply limit.
- Prescription Drug Products that are prescribed, dispensed, or intended for use while you are an inpatient (e.g., patient at a Hospital, Skilled Nursing Facility, etc.).
- Medications used for experimental indications and/or dosage regimens determined by UHC/OptumRx to be experimental, investigational or unproven.
- Prescription Drug Products which UHC/OptumRx has determined are not Medically Necessary.
- Prescription Drug Products for which the prescription is more than one year old.
- Prescription Drug Products furnished by the local, state or federal government. Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (e.g., Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
- Prescription Drug Products that are subject to the Mandatory Mail Order Program when dispensed at a Retail Pharmacy following the two prescription transition period (unless you meet the conditions to opt-out of the MMO program with respect to a specific Prescription Drug Product and have elected to do so).
- Prescription Drug Products that are subject to the Specialty Pharmacy Program when dispensed at a Retail Pharmacy (i.e., not dispensed through a Specialty Pharmacy).
- Prescription Drug Products that are subject to the Progression Rx Step Therapy Program and for which you have not satisfied the program requirements to use a different Prescription Drug or Pharmaceutical Product first.
- Prescription Drug Products for any condition, Injury, Sickness or Mental Illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws (e.g., Federal Employers' Liability Act or "FELA"), whether or not a claim for such benefits is made or payment or benefits are received. (Note, Prescription Drug Products prescribed to treat an on-duty Injury, where the Company is not at fault and no FELA claim will be filed, will be allowed to be paid by the Plan, subject to the terms, conditions and other exclusions of the Plan.)
- Any product dispensed for the purpose of appetite suppression and other weight loss products.
- A specialty medication Prescription Drug Product (including, but not limited to, immunizations and allergy serum) which, due to its

characteristics as determined by UHC, must typically be administered or supervised by a qualified Provider or licensed/certified health professional in an outpatient setting. These medications may be covered under the Medical Care Program. This exclusion does not apply to Depo-Provera and other injectable drugs used for contraception.

- Durable Medical Equipment, prescribed and non-prescribed outpatient supplies, other than the diabetic supplies and inhaler spacers specifically stated as covered (see "Prescription Drug Product" definition on page 131). Certain Durable Medical Equipment may be covered under the UHC HDHP PPO Program.
- Coordination of benefits on Prescription Drug Products, including prescriptions on the UHC/OptumRx Prescription Drug List.
- General vitamins, except the following which require a Prescription Order or Refill: prenatal vitamins, vitamins with fluoride and single entity vitamins, unless such general vitamins qualify to be covered as Preventive Care under PPACA.
- Unit dose packaging of Prescription Drug Products.
- Medications used for cosmetic purposes.
- Prescription Drug Products, including New Prescription Drug Products or new dosage forms that are determined to not be on the Prescription Drug List.
- Prescription Drug Products as a replacement for a previously dispensed Prescription Drug Product that was lost, stolen, broken or destroyed.
- Glucose monitors.
- Compounded drugs that do not contain at least one ingredient that requires a Prescription Order or Refill.
- Drugs available over the counter that do not require a Prescription Order or Refill by federal or state law before being dispensed. Any Prescription Drug Product that is therapeutically equivalent to an over-the-counter drug. Prescription Drug Products comprised of components that are available in over-the-counter form or equivalent, unless such drugs available over the counter qualify to be covered as Preventive Care under PPACA.
- New Prescription Drug Products and/or new dosage forms that have not yet been reviewed by the Prescription Drug List Management Committee until the date they are reviewed and assigned to a tier.
- Prescription Drug Products that are provided under any other plan to which your employer sponsors or contributes.
- Prescription Drug Products to the extent that benefits for such products are provided under this Plan or under any other plan to which your employer sponsors or contributes.
- Injectable Prescription Drug Products that must be administered by a licensed healthcare professional; which, if covered, would be paid under the retiree medical program provisions. (This exclusion does not apply to certain insulin or self-administered injectables that are covered by the

Plan and can be injected subcutaneously. The list of drugs which are considered "self-administered injectables" is determined by UHC/OptumRx. To verify if an injectable drug is considered a self-administered injectable, go to <u>www.myuhc.com</u> or call UHC/OptumRx at (800) 331-4370.

- Prescribed devices or supplies of any type including colostomy supplies or contraceptive devices and supplies. (Oral contraceptives on the UHC/OptumRx Prescription Drug List are covered under the Pharmacy Program.)
- Progesterone suppositories.
- A Prescription Drug Product requested to be filled by the In-Network Mail Order Pharmacy for which an original Prescription Order or Refill is not submitted to the In-Network Mail Order Pharmacy. A Prescription Order or Refill provided to another pharmacy cannot be transferred to the In-Network Mail Order Pharmacy.

#### How to File Pharmacy Claims:

For all claims and appeals for Pharmacy Program benefits provided under the UHC HDHP PPO, Union Pacific has delegated to UHC/OptumRx the exclusive and discretionary right to determine facts, and to interpret and administer the provisions of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect unless it can be shown that the interpretation or determination was arbitrary and capricious. The decisions of UHC/OptumRx are conclusive and binding.

No claim forms are needed if you obtain prescription drugs from an In-Network Retail Pharmacy, Specialty Pharmacy or via the Mail Order Pharmacy Service.

If you obtain prescription drugs from a Out-of-Network Retail Pharmacy, you will need to pay the entire cost of each Prescription Order or Refill at the time it is filled.

Unless your claim is for Urgent Care (defined below), you must then submit a claim to UHC/OptumRx within 12 Calendar Months of the date you fill the Prescription Order or Refill. UHC/OptumRx will review your claim. The reimbursement claim form includes instructions on how to complete and where to send the form. To obtain a claim form, call (800) 331-4370 or visit the "Pharmacies & Prescriptions" section of <u>www.myuhc.com</u>. You will usually be reimbursed for a Covered Prescription Drug Product within 30 days after receipt of your claim form. The completed claim form, along with the prescription receipt, must be sent to:

OptumRx P.O. Box 29077 Hot Springs, AR 71903 If you have a claim for Urgent Care, UHC/OptumRx will review your claim as an Urgent Care claim. You, your Doctor or your pharmacist must submit your Urgent Care claim by calling UHC/OptumRx at (800) 331-4370. An Urgent Care claim is a claim for care where the application of the time periods for making non-Urgent Care determinations:

- could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function, or
- would, in the opinion of a Doctor with knowledge of the claimant's medical condition, subject the claimant to severe pain that cannot be adequately managed without the care or treatment being requested.

Any claim that a Doctor with knowledge of your medical condition determines is an "Urgent Care claim" as defined herein will be treated as an Urgent Care claim.

In the case of a claim for coverage involving Urgent Care, you will be notified of the benefit determination as soon as possible, taking into account the medical exigencies, but not later than 72 hours of receipt of the claim. If the claim does not contain sufficient information to determine whether, or to what extent, benefits are covered, you will be notified as soon as possible, but not later than 24 hours after receipt of your claim. In this case you will be notified of the information necessary to complete the claim and you will have 48 hours to provide the information. You will then be notified of the decision as soon as possible, but not later than 48 hours after the earlier of UHC/OptumRx's receipt of the information or the end of the 48 hour period given to provide the information.

For all other claims, a decision regarding your claim will be sent to you within a reasonable period of time, but not later than 30 days of receipt of your claim.

If your claim is denied, UHC/OptumRx will send you a denial notice, which will explain the reason for denial and refer to the part of the Plan on which the denial is based. If an internal rule, guideline, protocol, or similar criterion was relied upon to deny your claim, you will be notified of this fact and a copy of such internal rule, guideline, protocol or similar criterion will be provided to you free of charge upon request. If your claim was denied because the prescription drug has not been approved for that use, the denial notice will include an explanation of this determination. The notice will describe any additional material or information needed to perfect your claim and an explanation of why such material or information is necessary. It also will provide the claim appeal procedures.

#### Pharmacy Claim Questions and Appeals:

In the event you receive an adverse determination following a request for coverage of a claim, you have the right to appeal the adverse benefit determination to UHC/OptumRx in writing within 180 days of receipt of notice of the initial coverage decision. If a non-Urgent Care claim is denied, there are two

levels of appeal to UHC/OptumRx. If an Urgent Care claim is denied, there is only one level of appeal.

**Appeal of Non-Urgent Pharmacy Claims:** To initiate a request for an appeal of a non-urgent claim denial, you or your Doctor must provide in writing, your name, member ID, Doctor's name and phone number, the prescription drug for which benefit coverage has been denied, and any additional information that may be relevant to your appeal.

This information must be mailed to: National Appeals Center-ASO, UnitedHealthcare – Appeal, PO Box 30432, Salt Lake City, UT, 84130-0432.

UHC/OptumRx will review your first level appeal and a decision regarding your appeal will be sent to you within a reasonable period of time, but not later than 30 days of receipt of your written request. If your appeal is denied, the denial notice will explain the reason for denial and refer to the part of the Plan on which the denial is based. If an internal rule, guideline, protocol, or similar criterion was relied upon to deny your appeal, you will be notified of this fact and a copy of such internal rule, guideline, protocol, or similar criterion will be provided to you free of charge upon request. If your appeal was denied because the prescription drug has not been approved for that use, the denial notice will include an explanation of this determination. The notice will describe your request for coverage and will describe the second level appeal procedures.

If you are not satisfied with the coverage decision made on the first level appeal, you may request in writing, within 90 days of the receipt of notice of the decision, a second level appeal. You must submit a second level appeal in order to preserve your rights to bring a civil action under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") concerning the Plan's denial of your claim. To initiate a second level appeal, you or your Doctor must provide in writing, your name, member ID, Doctor's name and phone number, the prescription drug for which benefit coverage has been denied, a statement of each and every reason why you believe your claim should be approved, and any additional information that may be relevant to your second level appeal. This information must be mailed to National Appeals Cener-ASO, UnitedHealthcare - Appeal, PO Box 30432, Salt Lake City, UT, 84130-0432. Your second level appeal will be reviewed by UHC/OptumRx. UHC/OptumRx will notify you and your Doctor in writing within a reasonable period of time, but not later than 30 days of receipt of your written request for appeal. The decision of UHC/OptumRx made on your second level appeal is final and binding.

If your second level appeal is denied, the denial notice will explain the reason for denial and refer to the part of the Plan on which the denial is based. If an internal rule, guideline, protocol, or similar criterion was relied upon to deny your appeal, you will be notified of this fact and a copy of such internal rule, guideline,

protocol, or similar criterion will be provided to you free of charge upon request. If your appeal was denied because the prescription drug has not been approved for that use, the denial notice will include an explanation of this determination. The notice will describe your right to receive, upon request and at no charge, the information used to review your second level appeal. You have the right to bring a civil action under Section 502(a) of ERISA if your second level appeal is denied.

**Appeal of Urgent Pharmacy Claims:** You have the right to request an urgent appeal of an adverse determination if you request coverage of a claim that is urgent. Urgent appeal requests may be oral or written. You or your Doctor may call UHC/OptumRx at (800) 331-4370 or write to National Appeals Cener-ASO, UnitedHealthcare - Appeal, PO Box 30432, Salt Lake City, UT, 84130- 0432. Your appeal of an Urgent Care claim must identify each and every reason why you believe your claim should be approved. Appeals of Urgent Care claims are reviewed by UHC/OptumRx. In the case of an urgent appeal for coverage involving Urgent Care, you will be notified of the benefit determination as soon as possible, taking into account the medical exigencies, but not later than 72 hours of receipt of the claim. The decision of UHC/OptumRx of an Urgent Care appeal is final and binding.

If your Urgent Care appeal is denied, the denial notice will explain the reason for denial and refer to the part of the Plan on which the denial is based. If an internal rule, guideline, protocol, or similar criterion was relied upon to deny your appeal, you will be notified of this fact and a copy of such internal rule, guideline, protocol, or similar criterion will be provided to you free of charge upon request. If your appeal was denied because the prescription drug has not been approved for that use, the denial notice will include an explanation of this determination. The notice will describe your right to receive, upon request and at no charge, the information used to review your appeal. You have the right to bring a civil action under Section 502(a) of ERISA if your Urgent Care appeal is denied.

**Pharmacy Appeals Process:** UHC/OptumRx will review all first level, second level, and Urgent Care appeals. Any review on appeal will not give deference to previous claim denials. You will have the right to submit documents and other information relating to your claim. Your second level appeal must specify each and every reason why you believe your claim should be approved. The person who will review your appeal will not be the same person as the person who made the initial decision to deny your claim, nor a subordinate of the person who denied your claim. The review on appeal will take into account all comments, documents, records and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination. If the initial denial is based in whole or in part on a medical judgment, UHC/OptumRx will consult with a healthcare professional with appropriate training and experience in the relevant medical field. This healthcare professional will not be a

subordinate of any person who was consulted on the initial determination. If UHC/OptumRx obtained advice from medical or vocational experts with respect to your claim, these experts will be identified, regardless of whether UHC/OptumRx relied on their advice when deciding your claim. You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim.

#### Pharmacy Benefit Defined Terms:

**Annual HDHP Deductible:** See definition in the Medical Coverage Program Coverages Section, page 20.

**Annual HDHP Coinsurance Maximum:** See definition in the Medical Coverage Program Coverages Section, page 20.

**Brand-Name:** A Prescription Drug Product (1) which is manufactured and marketed under a trademark or name by a specific drug manufacturer or (2) that UHC identifies as a brand-name product, based on available data resources including, but not limited to, Medi-Span, that classify drugs as either brand or generic based on a number of factors. You should know that all products identified as a "brand name" by the manufacturer, pharmacy or your Doctor may not be classified as brand name by the Plan.

**Generic:** A Prescription Drug Product (1) that is chemically equivalent to a Brand- name drug or (2) that UHC identifies as a Generic product based on available data resources including, but not limited to, Medi-Span, that classify drugs as either brand or generic based on a number of factors. You should know that all products identified as a "generic" by the manufacturer, pharmacy or your Doctor may not be classified as a Generic by the Plan.

**Medically Necessary:** Health care services provided for the purpose of preventing, evaluating, diagnosing or treating a Sickness, Injury, Mental Illness, substance-related and addictive disorders, condition, disease or its symptoms, that are all of the following as determined by UHC/OptumRx or its designee, within UHC/OptumRx's sole discretion. The services must be:

- In accordance with *Generally Accepted Standards of Medical Practice*.
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for your Sickness, Injury, Mental Illness, substance-related and addictive disorders, disease or its symptoms.
- Not mainly for your convenience or that of your Doctor or other health care provider.
- Not more costly than an alternative drug, service(s) or supply that is at least as likely to produce equivalent therapeutic or diagnostic results

as to the diagnosis or treatment of your Sickness, Injury, disease or symptoms.

*Generally Accepted Standards of Medical Practice* are standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, relying primarily on controlled clinical trials, or, if not available, observational studies from more than one institution that suggest a causal relationship between the service or treatment and health outcomes.

If no credible scientific evidence is available, then standards that are based on Physician specialty society recommendations or professional standards of care may be considered. UHC/OptumRx reserves the right to consult expert opinion in determining whether health care services are Medically Necessary. The decision to apply Physician specialty society recommendations, the choice of expert and the determination of when to use any such expert opinion, shall be within UHC/OptumRx's sole discretion.

UHC/OptumRx develops and maintains clinical policies that describe the Generally Accepted Standards of Medical Practice scientific evidence, prevailing medical standards and clinical guidelines supporting its determinations regarding specific services. These clinical policies (as developed by UHC/OptumRx and revised from time to time), are available to Covered Persons on www.myuhc.com or by calling the number on your ID card, and to Physicians and other health care professionals on www.UnitedHealthcareOnline.com.

**In-Network Pharmacy:** A pharmacy that has:

- Entered into an agreement with UHC/OptumRx or the UHC/OptumRx designee to provide Prescription Drug Products to covered persons,
- Agreed to accept specified reimbursement rates for dispensing Prescription Drug Products, and
- Been designated by UHC/OptumRx as a Network Pharmacy.

An In-Network Pharmacy can be a Retail Pharmacy, Specialty Pharmacy or Mail Order Pharmacy.

**New Prescription Drug Product:** A Prescription Drug Product or new dosage form of a previously approved Prescription Drug Product, for the period of time starting on the date the Prescription Drug Product or new dosage form is approved by the Food and Drug Administration (FDA), and ending on the earlier of the following dates:

- The date it is assigned to a tier by the Prescription Drug List Management Committee.
- December 31st of the following Calendar Year.

**Predominant Reimbursement Rate:** The amount the Plan will pay to reimburse you for a Prescription Drug Product that is dispensed at an Out-of-Network Retail Pharmacy. The Predominant Reimbursement Rate for a particular Prescription Drug Product dispensed at an Out-of-Network Retail Pharmacy includes a dispensing fee and sales tax. UHC/OptumRx calculates the Predominant Reimbursement Rate using the UHC/OptumRx Prescription Drug Cost that applies for that particular Prescription Drug Product at most In-Network Pharmacies.

**Prescription Drug Cost:** The rate UHC/OptumRx has agreed to pay its In-Network Pharmacies, including a dispensing fee and any sales tax, for a Prescription Drug Product dispensed at an In-Network Pharmacy.

**Prescription Drug List:** A list that identifies those Prescription Drug Products for which Benefits are available under the Plan. This list is subject to periodic review and modification by UHC/OptumRx (generally quarterly). You may determine to which tier a particular Prescription Drug Product has been assigned at <u>www.myuhc.com</u> or by calling UHC/OptumRx at (800) 331-4370.

**Prescription Drug List Management Committee:** The committee that UHC/OptumRx designates for, among other responsibilities, classifying Prescription Drug Products into specific tiers.

**Prescription Drug Product:** A medication, product or device that has been approved by the FDA and, under federal or state law, can be dispensed only pursuant to a Prescription Order or Refill. A Prescription Drug Product includes a medication that, due to its characteristics, is appropriate for self-administration or administration by a non-skilled caregiver. For the purpose of Benefits under the Plan, this definition includes:

- Inhalers (with spacers).
- Insulin.
- The following diabetic supplies:
  - Standard insulin syringes with needles;
  - Blood-testing strips glucose;
  - Urine-testing strips glucose;
  - Ketone-testing strips and tablets;
  - Lancets and lancet devices.
- Neocate Infant Formula (if it is the sole source of nutrition).

**Prescription Order or Refill:** The directive to dispense a Prescription Drug Product issued by a duly licensed healthcare Provider whose scope of practice permits issuing such a directive.

**Reasonable and Customary Charge:** The usual fee that a pharmacy charges individuals for a Prescription Drug Product without reference to reimbursement to

the pharmacy by third parties.

## **UHC HDHP PPO PROGRAM: VISION CARE BENEFITS**

As a participant in the UHC HDHP PPO Program, you and your eligible Dependents are eligible to receive discounted vision care services through the Access Plan D Program administered by EyeMed Vision Care.

#### What's Covered?

The Access Plan D Program enables you to pay discounted rates for exams, frames, and lenses at participating EyeMed Vision Care Providers. The cost to you is shown as follows:

Vision Care Services	Member Cost
Exam with Dilation as Necessary	\$5 off routine exam
	\$10 off contact lens exam
Complete Pair of Glasses Purchase	Frame, lenses, and lens options
	must be purchased in the same
	transaction to receive full discount.
Standard Plastic Lenses	
Single Vision	\$50
Bifocal	\$70
Trifocal	\$105
Frames	Any frame available at Provider
	location: 35% off retail price
Lens Options:	
UV Coating	\$15
Tint (Solid and Gradient)	\$15
Standard Scratch-Resistance	\$15
Standard Polycarbonate	\$40
Standard Progressive (Add-on to	
Bifocal)	\$65
Standard Anti-Reflective Coating	\$45
Other Add-Ons and Services	20% discount
Contact Lens Materials: (Discount	
applied to materials only)	
Disposable	0% off retail price
Conventional	15% off retail price
Laser Vision Correction	15% off retail price or 5% off
Lasik or PRK	promotional price
Frequency:	
Examination	Unlimited
Frame lenses	Unlimited
Contact Lenses	Unlimited

Members also receive 15% off retail price or 5% off promotional price for Lasik or PRK from the US Laser Network, owned and operated by LCA vision. Since Lasik or PRK vision correction is an elective procedure, performed by specially trained Providers, this discount may not always be available from a Provider in your immediate location.

For a location near you and the discount authorization please call (877) 5LASER6 (877) 552-7376).

Member will receive a 20% discount on those items purchased at participating Providers that are not specifically covered by this discount design. The 20% discount may not be combined with any other discounts or promotional offers, and the discount does not apply to EyeMed Vision Care Provider's professional services or contact lenses. Retail prices may vary by location.

This discount design is offered with the EyeMed Vision Care Access panel of Providers.

#### Limitations/Exclusions:

- Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing.
- Medical and/or surgical treatment of the eye, eyes, or supporting structures.
- Corrective eyewear required by an employer as a condition of employment, and safety eyewear unless specifically covered under plan.
- Services provided as a result of any Worker's Compensation law.
- Discount is not available on those frames where the manufacturer prohibits a discount.

#### How to access the Access Plan D Program:

- Call EyeMed Vision Care Member Service at (866) 723-0513. Representatives are available Monday through Saturday from 8:00 a.m. to 11:00 p.m., and Sunday from 11:00 a.m. to 8:00 p.m. Eastern Time.
- After receiving your authorization for discounted eyewear, make an appointment with one of the participating Providers and advise them that you are authorized to purchase discounted eyewear through EyeMed Vision Care's Access Plan D Program.

#### Participating EyeMed Vision Care Providers:

EyeMed Vision Care has developed a network of retail locations, licensed optometrists, and ophthalmologists. Participating Providers have agreed to discounted fees. You may locate a participating Provider by following the instructions shown below:

1. Go to the EyeMed Vision Care website at

http://www.eyemed.com./

- 2. Follow the green bar to the right and click on "Member Login."
- 3. Under "Provider Locator," click on "Find a Provider."
- 4. Choose "Access" on the "Choose Network" drop down list. Then enter your ZIP code and click on "Get Results."

EyeMed Vision Care is solely responsible for the selection, credentialing, and monitoring of Providers in its Network. All Providers selected by EyeMed Vision Care are independent contractors. Union Pacific and its participating subsidiaries do not guarantee the quality of care provided by these Providers.

#### How to File Vision Claims:

No claim forms are needed for vision care benefits. However, you may contact EyeMed Vision Care if you have questions regarding your vision care benefits.

#### **Appeal of Denied Vision Claims:**

A denied claim may be requested to be reviewed. To make this request, the member must send EyeMed a written letter of appeal no more than 180 calendar days after the date of the denied claim. The written letter of appeal should include the following:

- 1. The claim number, a copy of the EyeMed denial information, or a copy of the EyeMed Explanation of Benefits;
- 2. The item of vision coverage that the member feels was misinterpreted or inaccurately applied; and
- 3. Additional information from the eye care Provider that will assist EyeMed in completing its review of the appeal, such as documents, medical and/or financial records, questions or comments.

The written letter of appeal should be mailed to the following address:

FAA EyeMed Vision Care Attn: Quality Assurance Department 4000 Luxottica Place Mason, OH 45040

#### Time Frames for Appealed Claims:

Activity	Time Frame
Claimant - Appeal of Adverse	180 calendar days after the denial
Determination	
Plan - Decision on Appeal	60 calendar days after receipt of
	appeal

EyeMed will review the appeal for benefits and notify the member in writing of its decision, as well as the reasons for the decision, with reference to specific plan provisions.

**Member Grievance Procedure:** If a member is dissatisfied with the services provided by an EyeMed Provider, the member should either write to EyeMed at the address indicated above or call the EyeMed Member Services toll free telephone number at (866) 939-3633. The EyeMed Member Services representative will log the telephone call and attempt to reach a resolution to the issues raised by the member. If a resolution is not able to be reached during the telephone call, the EyeMed Member Services representative will document all of the issues or questions raised. EyeMed will use its best efforts to contact the member within 4 business days with an acknowledgement to the issues or questions raised, and will resolve the issue within 30 calendar days. If the member is not satisfied with the resolution, they may appeal the grievance by using the appeal procedures set forth above.

For more information on member rights and how to obtain further review under the Employee Retirement Income Security Act of 1974 (ERISA) as amended, please refer to the ERISA section of this document on page 164. For all claims and appeals for vision care benefits under the UHC HDHP PPO Program, Union Pacific has delegated to EyeMed Vision Care the exclusive and discretionary right to determine facts, interpret and administer the provisions of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect unless it can be shown that the interpretation or determination was arbitrary and capricious. The decisions of EyeMed Vision Care are conclusive and binding.

#### **RETIREE HRA FOR MEDICARE ELIGIBLE RETIREES AND DEPENDENTS**

#### **Retiree HRA Components:**

Retiree Medical Program coverage for retirees and their Dependents who are Medicare eligible and enrolled in the Union Pacific Retiree Medical Program ("Medicare Eligible Participant") consists of a Retiree HRA administered by ViaBenefits. A Retiree HRA is an account used to pay certain medical expenses incurred after you begin Retiree HRA coverage that are otherwise not reimbursed or reimbursable from any other source. The Retiree HRA gives you considerable ability to manage your out-of-pocket medical expenses.

The Retiree HRA is self-insured by Union Pacific. This means that Union Pacific, not an insurance company, pays for expenses covered by the Retiree HRA. Union Pacific has contracted with ViaBenefits to administer Retiree HRAs.

If you or your Dependent is Medicare eligible, Union Pacific credits your Retiree HRA with an amount that may be used to pay certain medical expenses that are not otherwise reimbursed or reimbursable from any other source. The amount credited to your Retiree HRA will depend upon the number of Medicare eligible

individuals enrolled in coverage under the Union Pacific Retiree Medical Program. Your HRA will be credited for the 2019 Calendar Year with \$1,200 if you, your Spouse or other Dependent is the only Medicare eligible participant enrolled in the Retiree Medical Program ("Single Retiree HRA Coverage"). Your HRA will be credited for the 2019 Calendar Year with \$1,860 if both you and your Spouse are Medicare eligible, or if you (or your Spouse) and at least one other of your Dependents are Medicare eligible ("Family Retiree HRA Coverage"). If you, your Spouse or other Dependent first become Medicare eligible during the Calendar Year, the annual amount credited to your Retiree HRA based on your Retiree HRA coverage (Single or Family Retiree HRA Coverage) for such Calendar Year will be prorated on a monthly basis. For example, if you, your Spouse or other Dependent first become Medicare eligible on June 22, 2019, 7/12ths of \$1,200 (the Single Retiree HRA Coverage amount) will be credited in your Retiree HRA for the Calendar Year because Retiree HRA coverage is effective the first of the month in which the Medicare Eligible Participant is eligible for Medicare.

If during the 2019 Calendar Year your level of Retiree HRA coverage changes from Single Retiree HRA Coverage to Family Retiree HRA Coverage as a result of you or your Dependent becoming Medicare eligible, your Retiree HRA will be credited with an additional amount. This amount is the prorated difference between the \$1,860 credit for Family Retiree HRA Coverage and the \$1,200 credit for Single Retiree HRA Coverage. For example, if your Retiree HRA Coverage changes from Single to Family on July 1, 2019, an additional \$330 will be credited to your Retiree HRA. This additional amount is 6/12ths of the difference between the \$1,860 Family coverage credit and the \$1,200 Single coverage credit. If an event occurs in a Calendar Year that results in your Retiree HRA coverage level changing from Family Retiree HRA Coverage to Single Retiree HRA Coverage (e.g., death of your Spouse), the amount credited to your Retiree HRA for such Calendar Year will not be reduced as result of such change.

#### Here's How it Works:

Your Retiree HRA can be used to pay for any eligible out-of-pocket medical expense listed in the Expense Item Table in the next few pages, which is incurred by the Medicare Eligible Participant after such individual begins Retiree HRA coverage. For families in which at least one eligible participant is not a Medicare Eligible Participant, claims reimbursed from the Retiree HRA for expenses incurred by the non-Medicare participant are limited to dental or vision out-of-pocket expenses. If you do not use all of your Retiree HRA balance during the Calendar Year, any balance remaining is carried over and can be used to pay eligible medical expenses in a later Calendar Year. However, eligible medical expenses incurred in one Calendar Year cannot be reimbursed using amounts credited to your Retiree HRA in a subsequent Calendar Year.

**Claims and Carryover Provisions:** Only eligible expenses incurred while you (or your eligible Dependent) are covered by the Retiree HRA may be reimbursed

from the Retiree HRA. An eligible expense is incurred when the services are provided and not when you are formally billed, charged or pay for the services. (See "How to File a Claim" on page 139). A balance in your Retiree HRA that is not used to pay for eligible expenses incurred in the Calendar Year is carried over and can be used to pay for eligible expenses incurred in the following Calendar Year(s). Any balance remaining at your death after claims run-out is forfeited, unless you have a Spouse or other Dependent(s) covered under the Plan at the time of your death. The claims run-out period is 180 days after your date of death, during which time your representative can submit claims incurred by you prior to your death for reimbursement from the Retiree HRA.

**Retiree HRA Continuation of Coverage:** Assuming the Retiree HRA is not terminated or amended in a manner which causes coverage to end, your surviving covered Spouse will be permitted to continue Retiree HRA benefits after your death until your surviving Spouse's death.

A Child of a deceased retiree who meets the definition of a covered Dependent will continue to be eligible as a Dependent of a surviving covered Spouse. If your surviving Spouse dies, any remaining covered Dependents will be permitted to continue Retiree HRA benefits until 36 months after the end of the month of your surviving Spouse's death. If, upon the death of the retiree, there is no surviving covered Spouse, any remaining covered Dependents will continue to be eligible for benefits under the Retiree HRA until 36 months after the end of the month of your death.

In the event you become divorced or legally separated from your covered Spouse, your Spouse may continue Retiree HRA benefits under a separate Retiree HRA that will be established to pay eligible claims of your Spouse. Coverage under the Spouse's Retiree HRA will begin the first of the month following the month in which your divorce decree is entered by the court or legal separation occurred. The amount available for coverage in the Spouse's Retiree HRA at such time will equal the amount available in your Retiree HRA at the end of the month in which the divorce decree is entered by the court or legal separation occurred. Coverage under the Spouse's Retiree HRA will continue until 36 months after the end of the month in which your divorce decree is entered by the court or legal separation occurred.

Except in the case where your covered Dependent continues Retiree HRA coverage as a result of being on a Medically Necessary Leave of Absence, in the event your covered Dependent no longer meets the definition of a Dependent, your Dependent may continue Retiree HRA benefits under a separate Retiree HRA that will be established to pay eligible medical claims of your Dependent. A separate Dependent Retiree HRA will be established for each Dependent that no longer meets the definition of a Dependent. Coverage under the Dependent's Retiree HRA will begin the first of the month following the month in which your Dependent no longer meets the definition of a Dependent. The amount available for coverage in the Dependent's Retiree HRA at such time will equal the amount available in your Retiree HRA at the end of the month in which your Dependent no longer meets the definition of a Dependent. Coverage under the Dependent's Retiree HRA will continue until 36 months after the end of the month in which your Dependent no longer meets the definition of a Dependent.

If your Dependent is no longer your Dependent because he/she is no longer attending an accredited post-secondary educational institution on a full-time basis in accordance with the institution's policies and is no longer eligible to continue coverage as a result of being on a Medically Necessary Leave of Absence, a separate Dependent Retiree HRA will begin the first of the month following the month in which such Dependent is no longer eligible to continue coverage as a result of being on a Medically Necessary Leave of Absence. The amount available for coverage in the Dependent's Retiree HRA at such time will equal the amount available in your Retiree HRA at the end of the month in which your Dependent is no longer eligible to continue coverage as a result of being on a Medically Necessary Leave of Absence. Coverage under such Retiree HRA will continue until 36 months after the end of the month in which your Dependent's Retiree HRA coverage terminated as a result of being on a Medically Necessary Leave of Absence.

When any one of the above events occurs, you, your Spouse, or Dependent (or any representative of these individuals) must notify the Plan Administrator. This notice must be provided within 60 days following the end of the month in which the event occurred. Failure to provide such notice will result in your Spouse or Dependent not having a separate Retiree HRA. This notice must be provided by calling Union Pacific HR Services at (877) 275-8747. When providing this notice, you must provide your name, Employee ID or Social Security number, a description of the event, and the date the event occurred.

#### **Retiree HRA Claims:**

You have the flexibility to submit HRA claims two ways – online or manually (paper claim form) in order to obtain benefits from your Retiree HRA. Please see "How to File a Claim" below.

In addition, for your convenience, certain insurance carriers have arranged with ViaBenefits to provide you with the option of the insurance carrier submitting claims on your behalf through a process called "Auto Reimbursement." ViaBenefits can identify for you which insurance carriers provide this option. If you are covered by such an insurance carrier and elect to participate in auto reimbursement, after you have paid your insurance premium to the carrier, the carrier will notify ViaBenefits and thereby generate an HRA claim on your behalf in the amount of the premiums you have paid. Upon claim approval, ViaBenefits will automatically send you the reimbursement amount without you having filed a claim form.

If your claim for benefits is denied, you will receive written notice regarding the reason. The notice will point out what (if any) additional information is needed to possibly change the claim denial. The notice also will explain how to have the decision reviewed.

**How to File a Claim**: This section provides information about how and when to file a claim. Please note that claim and appeal decisions are based only on whether or not benefits are available under the Retiree HRA for the expense.

To receive a reimbursement from your Retiree HRA, you must file a claim, along with appropriate proof of expenses unless your claim is filed using the "Auto Reimbursement" process described above. Retiree HRA claims forms are available online at <u>https://my.viabenefits.com/unionpacific\_or by calling ViaBenefits at (800) 935-7780.</u>

#### Paper Claim Form Submissions:

- 1. Complete the information on the front of the claim form.
- 2. Prepare your supporting documentation:
  - a. If you are submitting a claim for your monthly premiums, attach a copy of the premium invoice from your plan or a copy of your bank statement/cashed check that can verify the payment. When submitting a claim, use the cover period start date as the date of service, not the date of payment. For example, if you are requesting reimbursement of January premiums, use January 1st as the service date.
  - b. For other healthcare expenses, attach copies of the corresponding itemized receipts or Explanation of Benefits (EOB) from your health plan. The receipt must include the following information:
    - 1) Date of service.
    - 2) Name of provider or supplier.
    - 3) Name of patient.
    - 4) Identification of product or description or service
    - 5) Amount paid.
  - c. If you are submitting a claim for a drug or medicine, include a copy of your prescription for such drug or medicine.
- 3. Sign and date your form.
- 4. Submit your claim(s) by mail or fax:
  - a. Mail your claim form and supporting documents to: ViaBenefits
    P.O. Box 2396
    Omaha, NE 68103-2396
    b. Fax your claim form and supporting documents to (855) 321- 2605.
  - 5. Fax your claim form and supporting documents to (855) 321- 2605. Your claim should be page 1 of your fax, followed by the copy of your receipts or other supporting documents. You do no need to include a cover sheet.

#### **Online Claim Form Submission:**

- 1. Log onto https://my.viabenefits.com/unionpacific.
- 2. Under **My Account**, click **Login**. **Note:** If you are a first time user, you will need to create a new account by clicking on **Register**.)
- 3. Go to the **Funds & Reimbursements** section and select the **File Reimbursement Requests** link.
- 4. Select the **Financial Center** tab, then the **File a Spending Account Request** under the **My Account Actions** section.
- 5. To enter your reimbursement, select the expense type, enter the date you incurred the expense, and the amount of the expense. If you have more than one reimbursement, click the **Add Another Expense** button and enter the information. Once you have finished entering all of your reimbursements, click **Next**.
- 6. Confirm the details of your reimbursement(s), and then click **Next**. To edit your reimbursement(s), click **Previous**.
- 7. Please select a method to submit your receipts for this reimbursement. We recommend uploading your receipts/documentation, as this will expedite the processing of your reimbursements. You may also fax or mail your receipts/documentation.
- 8. To submit your receipts online, check the **Signature** box, then click the **Upload** button, and then follow the directions provided. Note that receipts submitted online must be in PDF format and less than 5 megabytes.
- 9. To submit your receipts by fax, click the Fax button, and then follow the directions provided to create your coversheet. Print and sign your coversheet, and then fax it and your documentation to the number provided on the coversheet. Be sure to include all of your receipts and supporting documentation. A reimbursement is not considered complete and cannot be approved until all of its supporting documentation is received.
- 10. To submit a reimbursement through the mail or fax, use the ViaBenefits reimbursement request form. Please follow the instructions carefully and use the address or fax number listed on the reimbursement request form. Remember to include your receipts or other documents you need to support your reimbursement request.

**Note:** Once your claim and receipts have been received and approved, you will generally receive payment within 14 days. If you are set up on direct deposit, payment will generally be issued within 2 to 3 days of the claim approval. Visit the ViaBenefits website at <u>https://my.viabenefits.com/unionpacific</u> for the most current status of your claim.

Assistance with your reimbursement funding: An Authorization to Release Protected Information (ARPI) form allows you to designate someone of your choice to see your allocation and fund balance, submit reimbursement requests and check on the status. This permits the person you designated to speak on your behalf without your presence on the telephone.

To print a copy of the ARPI from your online account, go to the **Funds & Reimbursements** section and select the **File Reimbursements Requests** link. Next select the **Resource Center** tab where you will find the list of available forms including the ARPI form to download and print. You can also callViaBenefits, and we will send you a copy of the form. Once the form is filled out, send it to ViaBenefits using the contact information on the form. You may cancel this form at any time by callingViaBenefits.

**Eligible Expenses:** Expenses that are eligible for reimbursement from the Retiree HRA include the following:

- Medical premiums.
- Medicare premiums.
- Dental premiums.
- Vision and hearing premiums.
- Medical deductibles, copayments or coinsurance.
- Dental deductibles, copayments or coinsurance.
- Prescription drug deductibles, copayments or coinsurance.
- Certain over-the-counter expenses.

# The table below includes specific details regarding eligible and ineligible expenses:

Expense Item	Eligible?	Claim Details
Abortion	Yes	
Acne products - Products specifically marketed for and used to treat acne	Yes	
Acne products - Products used for general hygiene such as facial wash, cleansers, toners, and medicated makeup	No	
Acupuncture - Treatment for a medical condition	Yes	
Additional Card Expense	No	
Advance payments - Nonrefundable advance payments to a private institution for lifetime care, treatment, and training of a physically or mentally impaired dependent after the death or disability of a legal guardian	Yes	You must provide a statement of medical necessity from a Doctor documenting the disability or mental impairment
Alcohol or drug addiction - Payments to a treatment center for alcohol or drug addiction, including meals and lodging	Yes	
Allergy prevention products - Products purchased or used to alleviate allergies, such as a pillow, mattress, or vacuum	Yes	You must provide a statement of medical necessity from a Doctor documenting the diagnosed allergy and that the expense is for a product that will help alleviate the allergy symptoms
Allergy testing and shots	Yes	
Ambulance service	Yes	
Arch support - Supportive foot products prescribed by a Doctor to treat a medical condition	Yes	
Artificial limbs	Yes	
Automobile insurance premiums	No	

Expense Item	Eligible?	Claim Details
Automobile modifications - Modifications include special hand controls and other equipment installed in an automobile for a person with a disability	Yes	You must provide a statement of medical necessity from a Doctor documenting the disability
Birth control pills - Prescribed birth control pills	Yes	
Birth control products - Prescribed devices such as diaphragms, IUDs, and Norplant, in addition to over- the-counter items such as home pregnancy tests, condoms, gels, and foams	Yes	
Blood donation - Costs associated with blood donation, including self-administered blood donations, storage fees, and processing fees	Yes	
Blood pressure monitors - Costs include electronic monitors and replacement blood pressure cuffs	Yes	
Body scans	Yes	
Bottled water	No	
Braille books and magazines - Costs are limited to those that exceed regular printed editions	Yes	You must provide a receipt or advertisement with the price of the regular printed version of the book or magazine and a receipt of the Braille material
Breast augmentation - Examples include implants and injections	No	Surgery or procedures that aren't Medically Necessary aren't eligible
Breast pumps - Pump prescribed by a Doctor for a medical reason	Yes	Breast pumps used for nursing and routine post-partum care aren't eligible
Chelation therapy - Therapy used to treat a medical condition, such as lead poisoning	Yes	

Expense Item	Eligible?	Claim Details
Childbirth classes - Classes necessary to reduce pain during labor and delivery. An example is Lamaze	Yes	Expenses related to parenting techniques, infant CPR, and breast feeding are not covered
Chiropractor - Treatment for a medical condition	Yes	
Christian science practitioner - Medical expenses paid to a practitioner for medical care	Yes	
COBRA premiums - Premiums paid on an after tax basis for continuation of group medical, dental, or vision coverage	No	
Contact lenses and solutions - Products include saline solution and enzyme cleaner	Yes	
Cosmetic services and products - Surgery that isn't Medically Necessary. Examples include liposuction, hair transplants, electrolysis, laser treatments, and face-lifts	No	
Cosmetic services and products - Those necessary to improve a deformity related to a congenital abnormality or an Injury resulting from an accident, trauma, or disfiguring disease (post-mastectomy reconstructive surgery, for example)	Yes	You must provide a statement of medical necessity from a Doctor documenting the deformity, disfigurement or Injury
Counseling - Marriage or family counseling	No	Other types of counseling, such as mental health and psychiatric services, are eligible
Crutches	Yes	
Dental coinsurance - Amounts not covered by your or your spouse's dental plans	Yes	
Dental copayments	Yes	
Dental debit card - Dental Debit Card Expense	No	
Dental deductibles - Deductibles under your or your spouse's dental plans	Yes	

Expense Item	Eligible?	Claim Details
Dental expenses - Examples include fees for X-rays, fillings, braces, extractions, crowns, and orthodontia	Yes	
Dental implants - Fees for insertion of artificial tooth, bone grafting, and follow-up care	Yes	You must provide either a statement of medical necessity from a provider indicating that dental implants are the only course of treatment for the condition or an explanation of benefits indicating the amount paid by an insurance plan
Dental reasonable/customary - Amounts not paid by a dental plan that exceed reasonable and customary limits	Yes	
Dentures	Yes	
Diaper service - Cost for an agency that delivers and picks up cloth diapers	No	
Diapers (adult) - Diapers necessary as a result of a medical condition	Yes	
Diapers (child)	No	
Dietician services - Fees paid to a dietician when referred by a Doctor for treatment of a medical condition	Yes	
Disability construction costs - Examples include constructing entrance or exit ramps, adding handrails, or modifying stairways at a personal residence for disability of an employee or dependent	Yes	You must provide a statement of medical necessity from a Doctor documenting the disability
Disability equipment - Equipment installed in the home or car for use by a disabled employee or dependent	Yes	You must provide a statement of medical necessity from a Doctor documenting the disability
DNA testing - DNA testing for paternal responsibility	No	

Expense Item	Eligible?	Claim Details
Ear wax removal materials - Kits and ear drops must be prescribed by a Doctor for a medical condition	Yes	You must provide a statement of medical necessity from a Doctor describing the medical condition
Earplugs - Plugs must be prescribed by a Doctor for a medical condition	Yes	You must provide a statement of medical necessity from a Doctor describing the medical condition
Erectile dysfunction - Medication prescribed by a Doctor to treat a medical condition	Yes	Nonprescription medications require a statement of medical necessity from a Doctor describing the medical condition
Exercise equipment - Equipment recommended by a Doctor for the treatment of a medical condition	Yes	You must provide a statement of medical necessity from a Doctor describing the medical condition, such as a cardiac condition
Exercise equipment - Equipment used for general health purposes or prevention of an undiagnosed disease	No	
Eye examinations	Yes	
Eye surgery - Surgery to correct defective vision	Yes	
Eyeglass tinting and coating	Yes	
Eyeglasses - Costs include prescription glasses and nonprescription reading glasses	Yes	
Flu shots	Yes	
Fluoride treatment - Costs include prescription or nonprescription fluoride and installation and monthly rental charges of a home water unit when recommended by a Dentist	Yes	
Food (prescribed) - Foods prescribed by a Doctor to treat a medical condition. Examples are baby formula and gluten- free and lactose-free foods. Costs are limited to those that exceed common versions of the product	Yes	You must provide a statement of medical necessity from a Doctor describing the medical condition. You must also provide a receipt or advertisement with the price of the commonly available version of the food and a receipt of the prescribed food

Expense Item	Eligible?	Claim Details
Funeral and burial expenses	No	
Future payments - Down payments or payments for services that have not been rendered or products not received	No	Lump-sum payments for future orthodontia services are an eligible exception; once the service is rendered, an itemized bill indicating the service date is required for the expenses to be eligible
Guide dog	Yes	
Health club or YMCA dues - Examples include membership and personal trainer fees	No	
Hearing aids	Yes	
Hearing coinsurance - Amounts not covered by your or your spouse's hearing plans	Yes	
Hearing copayments	Yes	
Hearing debit card - Hearing Debit Card Expense	No	
Hearing deductible - Deductibles under your or your spouse's hearing plans	Yes	
Hearing expenses - Costs include examinations and hearing aid batteries		
Hearing reasonable/customary - Amounts not paid by a hearing plan that exceed reasonable and customary limits	Yes	
Hearing-impaired phone tools - Telephone equipment that allows a hearing-impaired person to communicate over a regular telephone	Yes	
Hearing-impaired TV equipment - Equipment that displays the audio part of television programs as subtitles for a hearing- impaired person	Yes	

Expense Item	Eligible?	Claim Details
Herbal remedies - Remedies that are prescribed by a Doctor for a medical condition	Yes	You must provide a statement of medical necessity documenting that the herbal remedy is necessary to treat a medical condition, Injury, or illness and is not for general health purposes
Hospital care - Inpatient care, including the cost of a private room	Yes	Fees for personal convenience items, such as a television, telephone, and concierge services, aren't eligible
Household help - Expenses for help with physical housework, even if recommended by a Doctor, due to an inability of employee, dependent, or retiree	No	
Humidifiers - Cost of portable units prescribed by a Doctor for treatment of a medical condition	Yes	
Hypnosis - Hypnosis prescribed for medical reasons	Yes	
Illegal medical treatment - Including surgery	No	
Immunizations	Yes	
Ineligible expense - Not covered	No	
Infertility - Treatments for infertility, including artificial insemination, in-vivo or in-vitro fertilization, embryo placement, egg and sperm storage, and ovulation monitors	Yes	
Laboratory and X-ray fees	Yes	
Laetrile - Anti-cancer drug	No	
Language training - Training for a child with dyslexia or other learning disabilities. Fees for regular schooling aren't eligible	Yes	
LASIK surgery	Yes	
Lead-based paint removal - Costs for residences with children who have or had lead poisoning	Yes	

Expense Item	Eligible?	Claim Details
Legal fees - Fees paid to authorize treatment for Mental Illness, excluding guardianship or estate management fees	Yes	
Lens replacement insurance - Insurance to replace eyeglass or contact lenses	No	
Life insurance premiums - Premiums paid for the following policies: life insurance, repayment for loss of earnings, and accidental loss of life, limbs, or sight	No	
Lodging - Cost of lodging not provided in a hospital or similar institution while away from home if primarily for and essential to medical care (limited to \$50 per person per night)	Yes	The \$50 is applicable to only the patient and caregiver (\$100 limit per night); you must provide a statement of medical necessity from a Doctor documenting the medical condition
Long-term care premiums - Premiums paid on a policy for future long-term care needs	Yes	Fees for Doctors, therapists, and other medical practitioners are eligible, but fees for the long- term care facility aren't eligible
Long-Term Care Facility	No	Expenses for room and board at a long-term care facility
Long-Term Care Facility Fees - Fees for room and board at a long-term care facility	No	
Massage therapy - Therapy prescribed by a Doctor to treat an Injury or trauma	Yes	You must provide a statement of medical necessity documenting that massage therapy is necessary to treat a medical condition, Injury, or illness and is not for general health purposes
Mastectomy-related bras - Bras prescribed by a Doctor	Yes	
Maternity care - Service and supplies from Doctors, midwives, clinics, hospitals, and laboratories	Yes	3D and 4D ultrasounds are not eligible
Maternity clothes	No	

Expense Item	Eligible?	Claim Details
Mattresses - Mattresses		You must provide a statement of
prescribed by a Doctor to treat a		medical necessity documenting
medical condition	Yes	that the mattress is necessary to
Medic alert identifications -		
Bracelet or necklace prescribed	Yes	
by a Doctor in connection with		
treating a medical condition		
Medical coinsurance - Amounts	<b>X</b> 7	
not covered by your or your	Yes	
spouse's medical plans		
Medical conference –	Yes	
Admission and transportation		
costs		
Medical contract fees - Annual		Itemized expenses for
contract costs for exclusive	No	services provided are eligible
provider care		
Medical copayments	Yes	
Medical debit card - Debit Card	No	
Medical Expense		
Medical deductibles -		
Deductibles under your or your	Yes	
spouse's medical plans		
Medical equipment - Costs to		
buy or rent durable equipment		
prescribed by a medical		
practitioner to alleviate or treat a	Yes	
medical condition. Examples		
include medical beds, nebulizers,		
and sleep therapy devices		
Medical information - Amounts	Yes	
paid to a medical information	res	
plan for storage and retrieval of medical information		
Medical reasonable/customary - Amounts not paid by a medical	Yes	
plan that exceed reasonable and	res	
customary limits		
Medical services - Services		
provided by Doctors, surgeons,	Yes	
specialists, or other medical	105	
practitioners		
praetitioners		

Expense Item	Eligible?	Claim Details
Medical supplies - Over-the- counter items such as bandages, thermometers, and heating pads	Yes	
Medicare Part B Premiums	Yes	
Medicare Part D Premiums	Yes	
Mental health - Includes psychoanalysis or amounts paid to a psychiatrist, psychologist, hospital, clinic, or mental health facility for medical care	Yes	
Mentally handicapped home - Costs of keeping a mentally retarded person in a special home, as recommended by a psychiatrist, to help the person adjust from life in a mental hospital to community living	Yes	You must provide a statement of medical necessity documenting that the special home or facility is necessary to assist the person in adjusting from life in a mental hospital to community living
Nursing or retirement home fee - Medical care portion of a fee for an eligible dependent	Yes	Fees for Doctors, therapists, and other medical practitioners are eligible, but fees for the nursing or retirement home facility aren't eligible
Nursing services - Wages and other amounts paid for nursing services to a patient at home or in a facility, such as a nursing home or rehabilitation center	Yes	Home healthcare and private duty nursing are eligible
Nursing services for newborns - Services by a Nurse or attendant to care for a normal and healthy newborn at a hospital or at home	No	
Nutritional supplements - Supplements taken for general health purposes. Examples include protein supplements, energy bars, and sports drinks	No	You must provide a statement of medical necessity documenting that the nutritional supplement is necessary to treat a medical condition, Injury, or illness and is not for general health purposes
Occupational therapy - Therapy received as medical treatment	Yes	
Organ donor - Surgical treatment laboratory, and transportation expenses for an organ donor, if you paid the donor's expenses	Yes	

Expense Item	Eligible?	Claim Details
Orthodontic fees - Orthodontic fees paid in a lump sum and in monthly installments	Yes	
Orthopedic shoes and orthotics - Shoes and orthotics prescribed by a Doctor for a medical condition	Yes	
Over-the-counter medications - Medications taken for general health purposes	No	
Over-the-counter medications - Medications taken to relieve pain, colds, and medical conditions	Yes	Over-the-counter medications are eligible for reimbursement only if a Doctor has prescribed the medication.
Oxygen or oxygen equipment - Costs for rental or purchased equipment to relieve breathing problems caused by a medical condition	Yes	
Pain relievers	Yes	
Personal-use items - Includes toiletries and cosmetics, unless used to prevent or ease a physical or mental defect or illness; In this case, only the excess of cost over the normally used item is reimbursable	No	
Personal-use items - Personal- use item used to prevent or ease a physical or mental defect or illness. Costs are limited to those that exceed common versions of the product	Yes	
Physical examinations - Routine physical examinations and related charges	Yes	
Physical therapy - Therapy prescribed by a Doctor as treatment for a medical condition	Yes	

Expense Item	Eligible?	Claim Details
Post Tax Dental Premiums - Premiums paid on an after-tax basis for any type of dental insurance coverage, including premiums for private insurance not provided by an employer	Yes	
Post Tax Medical Premiums - Premiums paid on an after-tax basis for any type of medical insurance coverage, including premiums for private insurance not provided by an employer	Yes	
Post Tax Vision Premiums - Premiums paid on an after-tax basis for any type of vision insurance coverage, including premiums for private insurance not provided by an employer	Yes	
Premiums for medical insurance - Premiums paid on an after-tax basis for any type of medical insurance coverage, including premiums for private insurance not provided by an employer	Yes	You must provide indication that the medical premium is after-tax when a payroll or retirement statement is used to document the medical premium expense - handwritten or verbal confirmation won't be accepted
Pretax Dental Premiums - Premiums paid on a before-tax basis for any type of dental insurance coverage.	No	
Pretax Medical Premiums - Premiums paid on a before-tax basis for any type of medical insurance coverage.	No	
Pretax Vision Premiums - Premiums paid on a before-tax basis for any type of vision insurance coverage.	No	
Prenatal vitamins - Vitamins prescribed by a Doctor for use during pregnancy	Yes	
Prescription debit card - Prescription Debit Card Expense	No	

Expense Item	Eligible?	Claim Details
Prescription drugs - Exceptions may apply to drugs prescribed for cosmetic or general health purposes	Yes	Claims for reimbursement of drug or medicine expenses must include a copy of your prescription.
Prosthetics	Yes	
Psychiatric care - Medical costs for psychiatric care	Yes	
Psychiatric expenses - Includes psychoanalysis or amounts paid to a psychologist for medical care	Yes	
Sales taxes - Sales and service taxes on eligible medical care or products	Yes	
School (alternative) - Costs of sending a problem child to an alternative school for benefits the child may receive from the course of study and disciplinary methods	No	
School payments for disabled - Expenses paid to an alternative school for a child with a severe learning disability if the main reason is using the school's resources for relieving the disability	Yes	You must provide a statement of medical necessity documenting the school is necessary to relieve the child's learning disability
Shipping - Charges to ship an eligible medical product	Yes	
Social activities - Activities such as dancing or swimming lessons, even if recommended by a Doctor for general health	No	
Speech therapy - Speech therapy costs when prescribed as treatment for medical conditions such as autism, dyslexia, developmental delays, and rehabilitation.	Yes	
Sterilization - Costs of sterilization (vasectomy or tubal ligation) and reversal of sterilization operations	Yes	

Expense Item	Eligible?	Claim Details
Stop-smoking program	Yes	
Sunglasses - Sunglasses prescribed by an eye Doctor for light sensitivity	Yes	You must provide a statement of medical necessity documenting that the sunglasses are necessary to treat a medical condition, Injury, or illness and are not for general health purposes
Support hose - Hose prescribed by a Doctor for a medical condition	Yes	The hose must be primarily manufactured and marketed for relief of a medical condition - however, hosiery primarily marketed for fashion isn't eligible
Taxes - Social Security and Medicare taxes paid for a Nurse, attendant, or other person who provides medical care	Yes	
Teeth whitening or bonding - Costs include bleaching and special whitening toothpaste. These expenses are always considered cosmetic and aren't eligible	No	
Toothbrush - Any type of toothbrush even if recommended by a Dentist or orthodontist	No	
Transportation expenses - Costs to receive medical care - including airfare, parking, tolls, taxis, rental cars, buses, gas for your car, or mileage	Yes	You must provide a statement of medical necessity from a Doctor documenting the medical condition for any expense \$100 or more if no diagnosis has been submitted previously
Tutoring - Tutoring fees, recommended by a Doctor, for a child who has severe learning disabilities caused by a mental or physical impairment, including nervous system disorders	Yes	You must provide a statement of medical necessity from a Doctor documenting the medical condition
Umbilical cord storage - Costs to collect, freeze and store umbilical cord blood only when a medical condition is present. Storage when no medical condition is present isn't eligible	Yes	You must provide a statement of medical necessity from a Doctor documenting the medical condition

Expense Item	Eligible?	Claim Details
Uniforms	No	
Unknown debit card MCC Code	No	
UVR treatments - Ultraviolet radiation treatments recommended by a Doctor for a medical condition, such as chronic psoriasis	Yes	
Vacation or travel - Time off or travel for general health purposes	No	
Vaccinations - Amounts paid for vaccinations or immunizations against disease	Yes	
Varicose vein surgery - Expenses associated with the removal of varicose veins prescribed by a Doctor for treatment of a medical condition	Yes	You must provide a statement of medical necessity from a Doctor documenting the medical condition
Veneers - Only when covered by an insurance plan or recommended by a Dentist as the only course of treatment	Yes	You must provide either a statement of medical necessity from a provider indicating that veneers are the only course of treatment for the condition or an explanation of benefits indicating the amount paid by an insurance plan
Vision coinsurance - Amounts not covered by your or your spouse's vision plans	Yes	
Vision copayments	Yes	
Vision debit card - Vision Debit Card Expense	No	
Vision deductibles - Deductibles under your or your spouse's vision plans	Yes	
Vision expenses - Costs not covered by a vision plan	Yes	
Vision reasonable/customary - Amounts not paid by a vision plan that exceed reasonable and customary limits	Yes	

Expense Item	Eligible?	Claim Details
Vitamins - If prescribed by a Doctor to cure a medical condition; not eligible if simply taken for general health purposes	Yes	You must provide a statement of medical necessity from a Doctor documenting the medical condition
Vitamins - Taken for general health purposes	No	
Warranties - Warranties purchased for health-related equipment	No	
Weight loss - Program for general health	No	
Weight loss - Program to cure a medical condition and must be prescribed by a Doctor	Yes	Examples include medical costs and program fees for support groups and non-medically supervised programs; eligible programs include Weight Watchers, NutriSystem, and Medifast (food is often a part of these programs; however, the fees associated with food are not eligible). You must provide a statement of medical necessity from a Doctor documenting the medical condition.
Wheelchair	Yes	
Wigs - Wigs purchased with Doctor's recommendation for the mental health of a patient who has lost all of his or her hair from disease	Yes	
Work transportation expenses - Transportation costs to and from work, even though a physical condition may require special means of transportation	No	
Work-related medical expenses - Costs for an accident or illness not covered by workers' compensation or another medical plan	Yes	

**Restriction on Eligible Expenses for non-Medicare eligible Retirees or Dependents:** For families in which at least one eligible member is not a Medicare Eligible Participant, claims allowable for reimbursement from the Retiree HRA for the non-Medicare member are limited to Dental or Vision out-of-pocket expenses. This restriction is designed to allow non-Medicare members enrolled in the UHC HDHP PPO to maintain eligibility to contribute to a Health Savings Account (HSA).

Only eligible expenses incurred while you (or your eligible Dependent) are covered by the Retiree HRA may be reimbursed from the Retiree HRA. Claims for reimbursement from the Retiree HRA may be filed as eligible expenses are incurred. An eligible expense is incurred when the services are provided and not when you are formally billed, charged or pay for the services. Reimbursement of eligible expenses will be paid only after the services are rendered. You may request reimbursement of eligible expenses **up to the remaining balance in your Retiree HRA** at any time after the eligible expense is incurred. After a claim is filed, ViaBenefits will make a benefit determination as set forth in the "Benefit Determinations" section below.

If your claim is approved, ViaBenefits will process a payment from your Retiree HRA in an amount equal to the lesser of the following amounts:

- The amount of the eligible expenses approved for reimbursement; or
- The remaining balance in your Retiree HRA.

ViaBenefits will send this payment to you either via mailed check to your address of record or by direct deposit to the bank account of your choice. If you wish to setup direct deposit you may receive instructions how to do so by calling ViaBenefits at (800) 935-7780 or through the ViaBenefits website at https://my.viabenefits.com/unionpacific.

**Explanation of Payment (EOP) Statements:** Each time ViaBenefits processes a request for reimbursement, you will be sent an Explanation of Payment (EOP). This statement includes a summary of your paid reimbursements, available balance, and the amounts you have been reimbursed. A check will be included with the EOP for those without direct deposit. The EOP will list the reason for denial when a reimbursement request is denied.

If you have a question concerning your claim, you can contact ViaBenefits at (800) 935-7780.

**Benefit Determinations:** If your claim is denied, you will receive a written notice from ViaBenefits within a reasonable period of time, but not later than 30 days of receipt of the claim as long as all needed information was provided with the claim. ViaBenefits will notify you within this 30-day period if additional information is

needed to process the claim and may request a one-time extension for not longer than 15 days, pending your claim until all information is received.

Once notified of the extension, you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame and the claim is denied, ViaBenefits will notify you of the denial within 15 days after the information is received. If you don't provide the needed information within the 45-day period, your claim will be denied.

**If Your Claim is Denied:** If your claim is denied, ViaBenefits will send you a written notice of denial. The notice will explain the reason for denial and refer to the part of the Plan on which the denial is based. If an internal rule, guideline, protocol, or similar criterion was relied upon to deny your claim, you will be notified of this fact and a copy of such internal rule, guideline, protocol or similar criterion will be provided to you free of charge upon request. The notice will describe any additional material or information needed to perfect your claim and an explanation of why the material or information is important, provide the claim appeal procedures and time limits applicable to such procedures, and provide a description of your right to request all documentation relevant to your claim.

#### **Retiree HRA Questions and Appeals:**

This section provides information to help you with the following:

- You have a question or concern about your Retiree HRA benefits.
- You are notified that a claim has been denied and you wish to appeal such determination.

To resolve a question or appeal, follow these steps:

What To Do First: You may informally contact ViaBenefits at (800) 935-7780 before requesting a formal appeal. If the ViaBenefits Customer Service representative cannot resolve the issue to your satisfaction over the phone, you may submit your question in writing. However, if you are not satisfied with a benefit determination as described in "How to File a Claim" on page 139, you may appeal it as described below without first informally contacting ViaBenefits Customer Service and later wish to request a formal appeal in writing, you may do so by filing an appeal with the Plan Administrator as described below.

**How to Appeal a Claim Decision:** If you disagree with a claim determination after following the above steps, you can contact the Plan Administrator in writing to formally request an appeal. All appeal requests must be sent to:

Union Pacific HR Benefits Attn: Retiree HRA Appeals 1400 Douglas Street, STOP 0320 Omaha, NE 68179-0320 This written appeal must include your name, a description of the claim determination that you are appealing, a statement of each and every reason you believe the claim should be paid, and any written information to support your appeal. You may include information that was not submitted as part of your original claim. You should also include a copy of your claim form and supporting documentation.

Your appeal request must be submitted to the Plan Administrator within 180 days after you receive the claim denial.

Any review on your appeal will not give deference to the previous claim denial. The Plan Administrator (or delegate) will review your appeal request and take into account all documents and other information you submit relating to your appeal, regardless of whether such documents or information was submitted or considered in the previous claim decision. Upon request and free of charge, you have the right to reasonable access to and copies of all documents, records, and other information relevant to your claim and appeal for Retiree HRA benefits. The Plan Administrator (or delegate) will notify you in writing of its decision regarding your appeal within a reasonable period of time, but not later than 60 days from receipt of your request for review of the claim denial. The decision of the Plan Administrator (or delegate) on your appeal is final and binding. If your appeal is denied, the denial notice will explain the reason for denial and refer to the part of the Plan on which the denial is based. The notice will describe your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim and appeal. In addition, you have the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act, as amended ("ERISA") if your appeal is denied.

#### DISCRETIONARY AUTHORITY OF PLAN ADMINISTRATOR AND OTHER FIDUCIARIES

In carrying out their respective responsibilities under the UHC HDHP PPO Program, the Retiree HRA Program, and the Plan, the Plan Administrator and other plan fiduciaries including UnitedHealthcare, United Behavioral Health, OptumRx, EyeMed Vision Care and ViaBenefits shall have discretionary authority to determine facts, interpret and administer the terms of the Plan, and determine eligibility for and entitlement to Plan benefits in accordance with the terms of the UHC HDHP PPO Program, the Retiree HRA Program, and the Plan.

Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect unless it can be shown that the interpretation or determination was arbitrary and capricious.

## THIRD PARTY LIABILITY/SUBROGATION

## Third Party Liability:

The Plan does not cover any expenses for which a third party is responsible as a result of having caused or contributed to a sickness or injury. The Plan may nonetheless pay the benefits that would otherwise be payable hereunder and then recover its payments from out of the funds the covered person receives through any award from or settlement with the third party, the third party's insurer or any other source (e.g., uninsured/underinsured motorist coverage). By filing a claim for benefits under the Plan, the covered person (or that person's legal representative) is agreeing to promptly pay back to the Plan out of any such funds recovered from the third party, the third party's insurer or any other source (for example, funds recovered in a lawsuit, a settlement, an arbitration or a payment from the third party's insurance company, or uninsured/underinsured motorist coverage) the claims paid by the Plan.

#### Subrogation:

To the extent that a covered person is entitled to receive any recovery from a third party who caused or contributed to a sickness or injury as a result of an intentional act or negligence, the third party's insurer or any other source (for example, funds recovered in a lawsuit, a settlement, or an arbitration from the third party's insurance company, or uninsured/underinsured motorist coverage), the Plan has a right to funds obtained as a result of that recovery to the extent of the claims the Plan has paid. This right comes first (prior to any claim by any other party against the recovery) even if the covered person has not been compensated for all of his/her injuries and even if the recovery is described as being for other than medical expenses (for example, pain and suffering or emotional distress). This right is not dependent upon the third party admitting responsibility, and is not dependent upon the execution of an agreement by the covered person (or that person's legal representative) to the right of recovery. The Plan shall automatically have a lien against the proceeds of any such recovery to the extent of the claims it has paid.

"Subrogation" refers to the Plan's right to seek payment and/or reimbursement from a person or organization responsible, or potentially responsible, for the Plan's payment of health care expenses you incurred in connection with a sickness or injury. The Plan also has the right to seek payment and/or reimbursement from you if you receive a payment, settlement, judgment or award from a person, organization or insurance company in connection with a sickness or injury caused or alleged to be caused by the person or organization. The Plan has this right regardless of whether:

- liability is admitted by any potentially responsible person or organization;
- the payment, settlement, judgment or award you received identifies medical benefits provided by the Plan; or

• the payment, settlement, judgment or award is otherwise designated as "pain and suffering" or "non-economic damages" only.

The Plan shall have a first priority lien on the proceeds of any payment, settlement or award you receive in connection with a sickness or injury caused by a person or organization. The lien shall be in the amount of benefits paid on your behalf regardless of whether you are made-whole for your loss or because you have incurred attorney fees or costs. The Plan will provide eligible benefits when needed, but you may be asked to show, execute and/or deliver documents, or take other necessary actions to support the Plan in any subrogation efforts.

Neither you nor any of your Dependents shall do anything to prejudice the right given to the Plan by this Subrogation section without the Plan's consent.

Subrogation does not apply to an individual insurance policy you may have purchased for yourself or your Dependents, or when enforcing this provision is prohibited by an applicable state or federal law.

By filing a claim under the Plan, you are accepting the terms of this subrogation provision. If you pursue a recovery from a responsible third party, you must immediately give written notice to UnitedHealthcare (for UHC HDHP PPO Program medical benefits), United Behavioral Health (for UHC HDHP PPO Program Mental Health and Substance-Related and Addictive Disorders Treatment benefits), OptumRx (for UHC HDHP PPO Program vision care benefits), or ViaBenefits (for Retiree HRA benefits). You must do nothing to prejudice a right of recovery, such as accept a settlement that is less than the reasonable value of the claim. The Plan is not responsible for any share of attorney fees incurred in pursuing or obtaining any recovery or settlement.

If a covered person does not seek recovery from a third party, the Plan may proceed in the name of the covered person against the third party.

## **MEDICAID**

Benefits paid on behalf of a covered retiree or Dependent will be made in accordance with any assignment of rights made by or on behalf of such retiree or Dependent that is required under a state's Medicaid law. The Plan will not take into account the eligibility of a retiree or Dependent for Medicaid for purposes of enrollment or paying benefits under the Plan. To the extent payment has been made under Medicaid for medical assistance to a retiree or Dependent covered by the Plan and the Plan has a legal liability to pay for such medical assistance, payment of benefits under the Plan will be made in accordance with any state law which provides that the state has acquired the rights with respect to such retiree or Dependent to such payment for benefits.

#### **REFUND FOR OVERPAYMENT OF BENEFITS**

UnitedHealthcare, United Behavioral Health, EyeMed Vision Care, UHC/OptumRx or ViaBenefits have the right to a refund of any Medical, Mental Health and Substance-Related and AddictiveDisorders Treatment, Vision Care, Prescription Benefits, or Retiree HRA benefits, respectively they paid to you if you or your Dependents did not pay for those expenses or if you or your Dependents were reimbursed for any of those expenses by a source other than UnitedHealthcare, United Behavioral Health, EyeMed Vision Care, United Healthcare (UHC)/OptumRx or ViaBenefits. The refund is the difference between the amount of benefits actually paid and the amount that should have been paid under the terms of the Plan. In addition, the Plan has a right to a refund of any benefit amount paid in excess of the benefit amount you are entitled to receive under the terms of the Plan.

If you do not promptly refund the required amount, UnitedHealthcare, United Behavioral Health, EyeMed Vision Care, UHC/OptumRx or ViaBenefits may, in addition to other rights they may have, reduce the amount of any future benefits payable under the UHC HDHP PPO Program or Retiree HRA and under any group benefits plan they issued to your employer by the amount of the refund.

## **EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

#### Introduction:

The Plan is covered by provisions of the Employee Retirement Income Security Act of 1974 (ERISA), a federal law which governs the operation of employee benefit plans. It is important to understand some of the provisions of this law since they could affect you. This document helps you use your benefits and understand your rights under the Plan and ERISA.

#### Summary Plan Description:

ERISA requires that you receive easily understood descriptions of your benefits, called summary plan descriptions. The information about your benefits described in this document, together with the 2019 BlueCross/BlueShield (BCBS) HDHP PPO Retiree Medical Guide and documents pertaining to the medical programs provided to certain retirees of Alton & Southern Railroad constitute the Summary Plan Description under ERISA.

#### **Plan Sponsorship:**

The plan's coverage is sponsored by: Union Pacific Corporation 1400 Douglas Street, Stop 0320 Omaha, NE 68179

The plan is extended to eligible retirees of Union Pacific Corporation and participating Union Pacific subsidiaries. A complete list of these subsidiaries,

including their addresses, and employer identification numbers, is available in the Union Pacific Human Resources Department in Omaha, Nebraska, and may be obtained upon written request.

## **Plan Administrator:**

The official Plan Administrator of the Plan is the Executive Vice President & Chief Human Resources Officer, Union Pacific Railroad Company. The Plan Administrator administers the Plan and makes decisions about how plan provisions apply in specific cases. To contact the Plan Administrator, forward your correspondence to:

Executive Vice President & Chief Human Resources Officer Union Pacific Railroad Company 1400 Douglas Street, Stop 0320 Omaha, NE 68179 (402) 544-5000

The Human Resources Department provides administrative services, answers questions, and generally acts as the Plan Administrator's representative in handling day-to-day matters involving Plan participants. Feel free to contact Union Pacific HR Services with any questions.

## Your ERISA Rights:

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants shall be entitled to:

#### **Receive Information About Your Plan and Benefits:**

- Examine, without charge, in the Human Resources Department in Omaha or at your company headquarters if copies are kept there, all documents governing the plan, including insurance contracts and 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, upon written request to the Plan Administrator, copies of the documents governing the operation of the plan, including insurance contracts, copies of the latest annual reports (Form 5500 Series), and an updated summary plan description. The Plan Administrator may make a reasonable charge for copies.
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

## **Continue Group Health Plan Coverage:**

You may continue health care coverage for yourself, your Spouse or Dependents if there is a loss of coverage under the plan as a result of a qualifying event. You, your Spouse or your dependents may have to pay for such coverage. Review the terms of the applicable plan and any other documents governing the plan on the rules regarding your COBRA continuation coverage rights.

## Maternity and Newborn Infant Coverage:

• For those retiree medical program options that provide maternity or newborn infant coverage, those 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 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).

#### **Certain Mastectomy Coverage:**

- For those retiree medical program options that cover mastectomies, if you or your dependent receives a mastectomy, the covered benefits for the patient will also include coverage for:
  - All stages of reconstruction of the breast on which the mastectomy has been performed;
  - Surgery and reconstruction of the other breast to produce a symmetrical appearance;
  - Prostheses; and
  - Treatment of physical complications in all stages of mastectomy, including lymphedemas,

in a manner determined in consultation with the attending physician and the patient. Such coverage is subject to annual Deductibles, Coinsurance and Copay provisions, and other provisions that are applicable to the other benefits of the retiree medical program option.

#### **Prudent Actions by Plan Fiduciaries:**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plans, called "fiduciaries" of the plans, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining benefits under the plans or exercising rights under ERISA.

## **Enforce Your Rights:**

If your claim for a benefit is denied or ignored, in whole or in part, you have 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 you can take to enforce your rights. For example, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days of a request, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you as much as \$110 per day until you receive the materials, unless they were not sent due to reasons beyond the Plan Administrator's control. To ensure your request was not lost in the mail, you should call the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with a plan's decision, or lack thereof, concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. However, before filing a lawsuit you must first exhaust all appeals required by the plan.

Please refer to each benefit section regarding claims and appeals. If there are Plan assets and should Plan fiduciaries misuse a plan's money or if you are discriminated against for asserting your rights, you 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 you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### **Assistance with Your Questions:**

If you have any questions about your plan, you should contact the Human Resources Department. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration toll free at 866/444/3272 or by visiting EBSA's website at www.dol.gov/ebsa.

#### **Claiming Your Benefits:**

You generally must file a claim if you are eligible for a benefit from the Plan. Often, there are time limits for sending claim forms so be sure of the Plan's deadlines. You could lose benefits if you delay filing. You should refer to the claims and appeals sections regarding the filing of claims.

#### How You Can Appeal:

If your claim is denied, you have the right to appeal that decision. You may also submit in writing reasons why you think your claim should not be denied. Please refer to the claims and appeals sections regarding how you can appeal.

Besides having the right to appeal, you or your authorized representative can examine any Plan documents (except legally privileged information) related to your claim.

#### Serving Legal Process:

If you or your beneficiary chooses to take legal action against the Plan over terms of the Plan, legal process should be served on:

Executive Vice President & Chief Human Resources Officer Union Pacific Railroad Company 1400 Douglas Street, Stop 0320 Omaha, NE 68179 (402) 544-5000

#### Future of the Plan:

While Union Pacific intends to continue the Plan indefinitely, it reserves the right to terminate or amend the Plan for any reason. If the Company acting through its senior human resources officer, or such officer with similar authority, terminates or amends the Plan, benefits under the Plan would cease or change. The Company may also increase the required retiree contributions at any time. Similarly, a participating employer can take such actions with respect to its retirees. Reasonable efforts will be made to provide Plan participants with notice of any such change.

### Discretionary Authority of Plan Administrator and Other Plan Fiduciaries:

In carrying out their respective responsibilities under the Plan, the Plan Administrator and other Plan fiduciaries shall have discretionary authority to determine facts, interpret the terms of the Plan, and determine entitlements to benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect unless it can be shown that the interpretation or determination was arbitrary and capricious.

The Plan Administrator may designate other persons to carry out such of her responsibilities under the Plan for the operation and administration of the Plan as she deems advisable and delegate to the persons designated such of her powers as she deems necessary to carry out such responsibilities. Any designation and delegation shall be subject to such terms and conditions as the Plan Administrator deems necessary or proper. Any action or determination made or taken in

carrying out responsibilities under the Plan by the persons so designated by the Plan Administrator shall have the same force and effect for all purposes as if such action or determination had been made or taken by the Plan Administrator.

#### **Important Plan Information:**

The following chart lists the employer identification number, policy numbers and plan number for the Plan. It also lists the Plan year, the twelve-month period for which Union Pacific maintains financial records for the Plan.

Technically, the Plan is known as a welfare benefit plan.

The Employer Identification Number (EIN) assigned by the IRS to Union Pacific Corporation as the Plan Sponsor is 13-2626465.

PLAN NAME	PLAN	INSURANCE CARRIER,	CONTRACT OR	PLAN	CONTRIBUTION
	NO.	ADMINISTRATOR OR	POLICY NO.	YEAR	SOURCES
		TRUSTEE			
Union Pacific	502			1/1 -	Retirees &
Corporation Group	Group			12/31	Employers
Health Plan Retiree	Health				1 5
Medical Program	Plan				
(A) Medical Benefits					
(1) UHC HDHP					
PPO Program –					
(a) Medical		UnitedHealthGroup 9900 Bren Road East	183842 – Medical,		
		Minnetonka, MN 55343	Pharmacy & Mental Health		
(b) Pharmacy		OptumRx			
		11000 Optum Circle Eden Prairie, MN 55344			
		Eden Prairie, MIN 55544			
(c) Mental		Optum Behavioral Health			
Healthcare/		11000 Optum Circle			
Substance Use		Eden Prairie, MN 55344			
Disorder		,,			
(d) Vision Care		EyeMed Vision Care LLC	9235524 -		
		4000 Luxottica Place	Vision Care		
		Mason, OH 45040			
(2) BCBS HDHP					
PPO Program –					
(a) Medical &		BlueCross/ BlueShield	129716 -		
Mental Health/		Fifth Avenue Place.	Medical &		
Substance Use		120 Fifth Avenue	Mental Health		
Disorder		Pittsburgh, PA 15222			
(b) Pharmacy		OptumRx	183842 -		
		11000 Optum Circle Eden Prairie, MN 55344	Pharmacy		
		Eden Prairie, MIN 55544			
(c) Vision Care		EyeMed Vision Care LLC	9235524		
(1) 111011 0410		4000 Luxottica Place	Vision Care		
		Mason, OH 45040			
(3) Retiree HRA		ViaBenefits			
		10975 South Sterling			
		View Drive, Suite A-1 South Jordan, UT 84095			
		50uui joiuali, 0 1 64095			
1					

## HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The Health Insurance Portability & Accountability Act (HIPAA) and regulations there under require health plans to protect the privacy of an individual's healthcare information. The HIPAA privacy rules and this section apply to the Union Pacific

Corporation Group Health Plan (for purposes of this HIPAA section, the "Group Health Plan"), including the Retiree Medical Program, which is part of the Group Health Plan and described in this Guide. The privacy rules restrict the disclosure of Protected Health Information to Union Pacific Corporation and its affiliated companies ("Union Pacific"). Union Pacific may use or disclose Protected Health Information it receives from the Group Health Plan only as provided in this Health Insurance Portability and Accountability Act of 1996 section.

## **Entities Responsible for HIPAA Compliance:**

For all Retiree Medical Program benefits provided to retirees, the Group Health Plan is responsible for complying with HIPAA's privacy rules with respect to the Protected Health Information the Group Health Plan creates, maintains, or receives.

## Availability of Notice of Privacy Practices:

The Group Health Plan, with respect to benefits under the Group Health Plan that are self-insured by Union Pacific, has adopted a Notice of Privacy Practices ("Notice") which is available upon request to participants in the Group Health Plan. To request a copy of this Notice, contact:

Union Pacific HR Services 1400 Douglas Street, Stop 0320 Omaha, NE 68179-0320 (877) 275-8747 or (402) 544-4000

## Permitted and Required Uses and Disclosure of Protected Health

**Information:** The Group Health Plan may disclose Protected Health Information to Union Pacific only if one of the following applies:

- 1. The Group Health Plan receives proper written authorization from the participant or the participant's representative. The authorization must specifically authorize the use or disclosure. A proper authorization form is required for uses by or disclosure to Union Pacific if the use or disclosure does not meet the condition described in Paragraphs 2, 3, or 4 below;
- 2. The Group Health Plan discloses information to Union Pacific that is, for purposes of HIPAA's privacy rule, enrollment or disenrollment information;
- 3. The Group Health Plan provides Union Pacific with Protected Health Information in the form of Summary Health Information for the purposes of obtaining premium bids, or determining whether to modify, amend or terminate

the Group Health Plan provided, however, that such Protected Health Information used for 'underwriting purposes' (as defined in the HIPAA regulations) shall not include Protected Health Information that is 'genetic information' (as defined in the HIPAA regulations); or

4. The Group Health Plan receives a signed certification from Union Pacific that the Group Health Plan documents restrict the use and disclosure of

the Protected Health Information as required by the HIPAA regulations on privacy and confidentiality, and Union Pacific agrees to comply with the restrictions, and the information has been requested to carry out administrative functions (i.e., payment or health care operations functions) which Union Pacific performs for the Group Health Plan, and the uses and disclosures of Protected Health Information by Union Pacific will be restricted to plan administration functions performed by Union Pacific on behalf of the Group Health Plan in accordance with the Group Health Plan document.

#### **Conditions of Disclosure:**

Union Pacific agrees that with respect to Protected Health Information disclosed to Union Pacific by the Group Health Plan, other than enrollment/disenrollment information, Summary Health Information, or disclosure pursuant to a valid HIPAA authorization, Union Pacific shall:

- a. Not use or further disclose the Protected Health Information other than as permitted or required by the Group Health Plan or as required by law.
- b. Ensure that any agents to whom it provides Protected Health Information received from the Group Health Plan, agree to the same restrictions and conditions that apply to Union Pacific with respect to Protected Health Information.
- c. Not use or disclose the Protected Health Information for employmentrelated actions and decisions or in connection with any other benefit or employee benefit plan, program or arrangement of Union Pacific.
- d. Report to the Group Health Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware.
- e. Make available to a Group Health Plan participant who requests access, the Group Health Plan participant's Protected Health Information in accordance with the HIPAA regulations.
- f. Make available to a Group Health Plan participant who requests an amendment, the participant's Protected Health Information and incorporate any amendments to the participant's Protected Health Information in accordance with the HIPAA regulations.
- g. Make available to a Group Health Plan participant, who requests an accounting of disclosures of the participant's Protected Health Information, the information required to provide an accounting of disclosures in accordance with the HIPAA regulations.
- h. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Group Health Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Group Health Plan with the HIPAA regulations.
- i. If feasible, return or destroy all Protected Health Information received from the Group Health Plan that Union Pacific still maintains in any form and retain no copies of such information when no longer needed for

the purpose for which the 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 infeasible.

j. Ensure that the adequate separation between the Group Health Plan and Union Pacific required in the HIPAA regulations is satisfied.

## Adequate Separation between Group Health Plan and Plan Sponsor:

Union Pacific shall only allow access to Protected Health Information to employees whose duties include performing administrative functions on behalf of the Group Health Plan and are in the following categories:

- Executive Vice President & Chief Human Resources Officer, Union Pacific Railroad Company
- Assistant Vice President HR Operations, Union Pacific Railroad Company
- Union Pacific Human Resources Services
- Union Pacific Human Resources Benefits Group
- Union Pacific Human Resources Compensation Group
- Union Pacific Human Resources Information Systems Group
- Union Pacific Payroll Group
- Union Pacific Audit Group

These employees shall only have access to and use Protected Health Information to the extent necessary to perform the Group Health Plan administrative functions that Union Pacific performs for the Group Health Plan. In the event that any of these employees do not comply with the provisions of this paragraph, the employee shall be subject to disciplinary action by Union Pacific for noncompliance pursuant to Union Pacific's employee discipline and termination procedures.

#### **Reports of Non-Compliance:**

If you suspect an improper use or disclosure of Protected Health Information, you may report the occurrence to the Group Health Plan's Privacy Office:

Union Pacific HR Services Attn: HIPAA Privacy 1400 Douglas Street Omaha, NE 68179 (877) 275-8747 or (402) 544-4000

#### **Definitions:**

For purposes of this Health Insurance Portability and Accountability Act of 1996 section, the following terms shall have the meaning set forth below:

**"Protected Health Information"** means "individually identifiable health information" that is maintained or transmitted by the Group Health Plan.

Protected Health Information does not include individually identifiable health information in employment records held by Union Pacific. "Individually identifiable health information" is information, including demographic information, that is collected from an individual and created or received by the Group Health Plan and relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare services to an individual; or the past, present, or future payment for the provision of healthcare services to an individual; and that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual. Protected Health Information includes information of persons who are living and persons who have been deceased for 50 years or less. The following components of an individual's information are considered Protected Health Information:

- a. Names;
- b. Street address, city, county, precinct, ZIP code;
- c. Dates directly related to a participant, including birth date, health facility admission and discharge date, and date of death;
- d. Telephone numbers, fax numbers, and electronic mail addresses;
- e. Social security numbers;
- f. Medical record numbers;
- g. Health plan beneficiary numbers;
- h. Account numbers;
- i. Certificate/license numbers;
- j. Vehicle identifiers and serial numbers, including license plate numbers;
- k. Device identifiers and serial numbers;
- 1. Web universal resource locators (URLs);
- m. Internet Protocol (IP) address numbers
- n. Biometric identifiers, including finger and voice prints;
- o. Full face photographic images and any comparable images; and
- p. Any other unique identifying number, characteristic, or code.

**"Summary Health Information"** means information that may be individually identifiable health information, and:

- a. Summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a plan sponsor has provided health benefits under a group health plan; and
- b. From which the applicable information described in the HIPAA regulations has been deleted, except that the geographic information need only be aggregated to the level of a five-digit ZIP code.

## GLOSSARY

Allowable Expenses are the necessary, Reasonable and Customary expense for healthcare when the expense is covered in whole or in part under at least one of the plans. The difference between the cost of a private Hospital room and the cost of a semi-private Hospital room is not considered an Allowable Expense unless the patient's stay in a private Hospital room is Necessary either in terms of generally accepted medical practice, or as defined in the plan.

Alternate Facility: A health care facility that is not a Hospital and that provides one or more of the following services on an Outpatient basis, as permitted by law:

- Surgical services;
- Emergency Health Services; or
- Rehabilitative, laboratory, diagnostic or therapeutic services.

An Alternate Facility may also provide Mental Health and Substance-Related and Addictive Disorders Treatment on an Outpatient basis or Inpatient basis (for example a Residential Treatment Facility).

Alternate Medical Treatment Program are benefits for expenses that UnitedHealthcare has approved before they are incurred, in connection with a Specific Plan of Alternate Medical Treatment. Such expenses would not otherwise be payable as covered expenses in the other provisions of this Plan.

**Ambulatory Surgical Center** is a permanent, licensed public or private facility equipped for surgery that does not provide services or accommodations for overnight care.

**Calendar Year** is a period, which starts on any January 1 and ends on the next December 31.

**Cancer Resource Services (CRS) Program** is the UnitedHealthcare's program made available by the Employer to non-Medicare eligible retirees. The Cancer Resource Services Program provides information to retirees or their covered Dependents with cancer and offers access to additional cancer centers for the treatment of cancer.

**Covered Health Services** are those health services, including services, supplies or pharmaceutical products, which the Claims Administrator determines to be:

- Medically Necessary.
- Described as a Covered Health Service in this Guide.
- Provided to a Covered Person who meets the Plan's eligibility requirements, as described under "Plan Participation" section in this Guide.

• Not otherwise excluded in this Guide.

**Claims Administrator** is UnitedHealthcare Insurance Company (as known as UnitedHealthcare), or its affiliate, that provides certain claims administration services for the UHC HDHP PPO Program.

**Designated Facility** is a facility designated by the UnitedHealthcare to render necessary Covered Health Services and Supplies for Qualified Procedures for the Transplant Management Program and Cancer Resource Services under the UHC HDHP PPO Program.

**Doctor** is a person who is legally licensed to practice medicine. A licensed practitioner will be considered a Doctor if a law applies to this Plan which requires that any service performed by a practitioner must be considered on the same basis as if it were performed by a Doctor and that service is within the scope of the practitioner's license.

**Emergency** is a serious medical condition or symptom resulting from Injury, Sickness, or Mental Illness which is both of the following:

- Arises suddenly; and
- In the judgment of a reasonable person, requires immediate care and treatment, generally received within 24 hours of onset, to avoid jeopardy to life or health.

**Emergency Admission** is a Hospital confinement due to a Life-Threatening Condition, which reasonably requires immediate medical care.

**Experimental/Investigational Services** are medical, surgical, diagnostic, psychiatric, substance use disorder, or other healthcare services, technologies, supplies, treatments, procedures, drug therapies, or devices that, at the time a determination is made regarding coverage in a particular case, are determined to be any of the following:

- Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed used.
- Subject to review and approval by any institutional review board for the proposed used.
- The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2, or 3 clinical trials set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight.

If you have a Life-Threatening Condition (one which is likely to cause death within one year of the request for treatment), UnitedHealthcare may, at their

discretion, determine that an Experimental or Investigational Service meets the definition of a Covered Health Services for that condition. For this to take place, UnitedHealthcare must determine that the procedure or treatment is promising, but unproven, and that the service uses a specific research protocol that meets standards equivalent to those defined by the National Institutes of Health.

## Extended Care Facility/Skilled Nursing Facility is a place that:

- Provides room and board and 24-hour-a-day nursing care by, or under the direction of, a Nurse; and
- Is accredited as an Extended Care Facility/Skilled Nursing Facility by the Joint Commission on Accreditation of Hospitals, or is recognized as an Extended Care Facility/Skilled Nursing Facility by Medicare; and
- Is not, other than incidentally, a hotel, motel, place for rest, place for custodial care, place for the aged, or place for drug addicts, or alcoholics.

# Gender Dysphoria - A disorder characterized by the following diagnostic criteria classified in the current edition of the *Diagnostic and Statistical Manual* of the American Psychiatric Association:

## Diagnostic criteria for adults and adolescents:

- A marked incongruence between one's experienced/expressed gender and assigned gender, of at least six months' duration, as manifested by at least two of the following:
  - A marked incongruence between one's experienced/expressed gender and primary and/or secondary sex characteristics (or in young adolescents, the anticipated secondary sex characteristics).
  - A strong desire to be rid of one's primary and/or secondary sex characteristics because of a marked incongruence with one's experienced/expressed gender or in young adolescents, a desire to prevent the development of the anticipated secondary sex characteristics).
  - A strong desire for the primary and/or secondary sex characteristics of the other gender.
  - A strong desire to be of the other gender (or some alternative gender different from one's assigned gender).
  - A strong desire to be treated as the other gender (or some alternative gender different from one's assigned gender).
  - A strong conviction that one has the typical feelings and reactions of the other gender (or some alternative gender different from one's assigned gender).
- The condition is associated with clinically significant distress or impairment in social, occupational or other important areas of functioning.

Diagnostic criteria for children:

A marked incongruence between one's experienced/expressed gender and

assigned gender, of at least six months' duration, as manifested by at least six of the following (one of which must be criterion as shown in the first bullet below):

- A strong desire to be of the other gender or an insistence that one is the other gender (or some alternative gender different from one's assigned gender).
- In boys (assigned gender), a strong preference for cross-dressing or simulating female attire; or in girls (assigned gender), a strong preference for wearing only typical masculine clothing and a strong resistance to the wearing of typical feminine clothing.
- A strong preference for cross-gender roles in make-believe play or fantasy play.
- A strong preference for the toys, games or activities stereotypically used or engaged in by the other gender.
- A strong preference for playmates of the other gender.
- In boys (assigned gender), a strong rejection of typically masculine toys, games and activities and a strong avoidance of rough-and-tumble play; or in girls (assigned gender), a strong rejection of typically feminine toys, games and activities.
- A strong dislike of ones' sexual anatomy.
- A strong desire for the primary and/or secondary sex characteristics that match one's experienced gender.
- The condition is associated with clinically significant distress or impairment in social, school or other important areas of functioning.

Hospital is an institution operated as required by law that is both of the following:

- Is primarily engaged in providing health services, on an inpatient basis, for the acute care and treatment of injured or sick individuals. Care is provided through medical, diagnostic, and surgical facilities, by or under the supervision of a staff of Doctors.
- Has 24-hour nursing services.

A Hospital is not primarily a place for rest, custodial care, or care of the aged and is not a nursing home, convalescent home, or similar institution.

**Injury** is bodily damage other than Sickness, including all related conditions and recurrent symptoms.

**Level of Care** is the intensity and/or magnitude of a Mental Health and Substance-Related and Addictive Disorders Treatment setting, treatment plan or treatment modality including, but not limited to:

- Acute care facilities;
- Less intensive inpatient or outpatient alternatives to acute care facilities, such as residential treatment centers, group homes, or structured outpatient programs;

- Outpatient visits; or
- Medication management.

Life Threatening Condition is a condition such as:

- A major injury or illness, such as a heart attack or serious wound;
- Unconsciousness;
- Bleeding that will not respond to elevation or direct pressure;
- Stupor, drowsiness, or disorientation that cannot be explained;
- Shortness of breath;
- Severe pain;
- Poisoning.

**Medical ID Card** is the identification card issued to you by your healthcare plan, which identifies your eligibility for benefits under the Medical Programs. Your healthcare plan may issue ID cards in the retiree's name for use by both the retiree and his/her Dependent(s).

**Medicare** refers to Parts A, B, C, and D of the insurance program established by Title XVIII, United States Social Security Act, as amended.

**Mental Illness** – mental health or psychiatric diagnostic categories listed in the current *Diagnostic and Statistical Manual of the American Psychiatric Association* 

**Mental Health and Substance-Related and Addictive Disorders Treatment** is treatment for any Sickness: which is identified in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), including a psychological and/or physiological dependence or addiction to alcohol or psychoactive drugs or medications, regardless of any underlying physical or organic cause, and where the treatment is primarily the use of psychotherapy or other psychotherapeutic methods.

All inpatient services, including room and board, given by a mental health facility or area of a Hospital which provides mental health or substance use disorder treatment for a Sickness identified in the DSM, are considered Mental Healthand Substance-Related and Addictive Disorders Treatment, except in the case of multiple diagnoses.

If there are multiple diagnoses, only the treatment for the Sickness which is identified in the DSM is considered Mental Health and Substance-Related Addictive Disorders Treatment.

Detoxification services given prior to and independent of a course of psychotherapy or substance use disorder treatment is not considered Mental Health and Substance-Related Addictive Disorders Treatment. **In-Network** is using a Provider participating in one of the following Networks:

- UnitedHealthcare's Preferred Provider Organization (PPO) Network for medical services other than Mental Health and Substance-Related and Addictive Disorders Treatment, Pharmacy services, or Vision Care services; or
- United Behavioral Health's Network of Mental Health and Substance-Related and Addictive Disorders Treatment Providers; or
- UHC's Network of participating pharmacies for retail or mail order pharmaceutical services; or
- EyeMed Vision Care's Network of participating Providers of Vision Care services and supplies

When a Preferred Provider is used, benefits are paid according to In-Network provisions. While some locations do not have a managed care network available, all or nearly all locations have multiple Networks of Providers available.

Nurse is a registered professional Nurse (R.N.).

**Other Plans** are any of the following types of plans which provide health benefits or services for medical care or treatment: group medical or dental plans, government plans or no fault coverage.

**Partial Hospitalization/Day Treatment** - a structured ambulatory program that may be a free-standing or Hospital-based program and that provides services for at least 20 hours per week.

**Personal Health Support Nurse** is a medical Case Management consultant who is a Nurse employed by UnitedHealthcare to coordinate the Medical Case Management Program.

**Preferred Provider,** with respect to medical care, means a Doctor or Hospital with which UnitedHealthcare has contracted to participate in the Preferred Provider Program. Preferred Providers are listed in the Preferred Provider Directory.

**Preferred Provider Directory** is a list of Doctors and Hospitals who are located in your area, and with which UnitedHealthcare has contracted to be Preferred Providers and part of the Preferred Provider Program. This list will be periodically updated.

**Primary Plan** is a plan that is Primary will pay benefits first. Benefits under that plan will not be reduced due to benefits payable under Other Plans.

Proposed Plan of Alternate Medical Treatment is a treatment plan that

UnitedHealthcare develops for you, which will then be reviewed to determine if it can be approved as the Specific Plan of Alternate Medical Treatment.

**Residential Treatment** – treatment in a facility which provides Mental Health and Substance-Related and Addictive Disorders Treatment services. The facility meets all of the following requirements:

- it is established and operated in accordance with applicable state law for Residential Treatment programs;
- it provides a program of treatment under the active participation and direction of a Doctor and approved by the Mental Health and Substance-Related and Addictive Disorders Treatment administrator;
- it has or maintains a written, specific and detailed treatment program requiring full-time residence and full- time participation by the patient; and
- it provides at least the following basic services in a 24-hour per day, structured environment:
  - 1. room and board;
  - 2. evaluation and diagnosis;
  - 3. counseling; and
  - 4. referral and orientation to specialized community resources.

A Residential Treatment facility that qualifies as a Hospital is considered a Hospital.

**Secondary Plan** is a plan under which benefits may be reduced due to benefits payable under Other Plans that are Primary.

**Severe Personal Injury or Sickness** is an injury or sickness for which a large amount of covered medical expenses are expected to continue over a long period of time. These include, but are not limited to the following:

- Amputations.
- Multiple Sclerosis.
- Multiple Fractures.
- Neonatal High-Risk.
- Spinal Cord Injury.
- Severe Burns.
- Cerebral Vascular Accident.
- Amyotrophic Lateral Sclerosis.
- Major Head Trauma.
- Severe Stroke.
- Acquired Immune Deficiency Syndrome (AIDS).
- Cancer (Terminal).
- High-Risk Pregnancy.
- Psychiatric Disorders.

**Sickness** is a physical illness, disease or Pregnancy. The term Sickness as used in this Guide does not include Mental Illness or substance abuse disorder, regardless of the cause or origin of the Mental Illness or substance use disorder.

**Specific Plan of Alternate Medical Treatment** is a Proposed Plan of Alternate Medical Treatment approved by UnitedHealthcare as the suggested plan for your Severe Personal Injury or Sickness.

**Transitional Living** - Mental Health Services and Substance-Related and Addictive Disorder Services that are provided through facilities, group homes and supervised apartments that provide 24-hour supervision that are either:

- Sober living arrangements such as drug-free housing or alcohol/drug halfway houses. These are transitional, supervised living arrangements that provide stable and safe housing, an alcohol/drug-free environment and support for recovery. A sober living arrangement may be utilized as an adjunct to ambulatory treatment when treatment doesn't offer the intensity and structure needed to assist the Covered Person with recovery.
- Supervised living arrangements which are residences such as facilities, group homes and supervised apartments that provide members with stable and safe housing and the opportunity to learn how to manage their activities of daily living. Supervised living arrangements may be utilized as an adjunct to treatment when treatment doesn't offer the intensity and structure needed to assist the Covered Person with recovery.

**Transplant Management Program** is UnitedHealthcare's program made available by the UnitedHealthcare to retirees enrolled in the UHC HDHP PPO Program. The Transplant Management Program offers access to a network of transplant centers.

**Unproven Services** are services that are not consistent with conclusions of prevailing medical research which demonstrate that the health service has a beneficial effect on health outcomes and that are not based on trials that meet either of the following designs:

- Well-conducted randomized controlled trials. (Two or more treatments are compared to each other, and the patient is not allowed to choose which treatment is received.)
- Well-conducted cohort studies. (Patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.)

Decisions about whether to cover new technologies, procedures, and treatments will be consistent with conclusions of prevailing medical research, based on well-conducted randomized trials or cohort studies, as described.

If you have a life-threatening sickness or condition (one which is likely to cause death within one year of the request for treatment), UnitedHealthcare and their Claims Administrator may, at their discretion, determine that an Unproven Service meets the definition of a Covered Health Services for that sickness or condition. For this to take place, UnitedHealthcare and their Claims Administrator must determine that the procedure or treatment is promising, but unproven, and that the service uses a specific research protocol that meets standards equivalent to those defined by the National Institutes of Health.

## **BENEFIT PHONE NUMBERS**

Union Pacific HR Services — 9:00 a.m. to 5:00 p.m. (CT) Toll-Free
UnitedHealthcare (UHC) HDHP PPO Program
<ul> <li>Websitewww.uhc.com</li> <li>Member only websitewww.myuhc.com</li> <li>Member Services</li></ul>
UHC/OptumRx Prescription Benefits (for retirees enrolled in the UHC HDHP
<ul><li>PPO Program)</li><li>Member only websitewww.myuhc.com</li></ul>
• Pharmacy Services
<ul> <li>United Behavioral Health (UBH) (a/k/a Optum Behavioral Health)</li> <li>Member only websitewww.myuhc.com</li> <li>Coverage questions, claim questions, and claim forms(800) 331-4370</li> </ul>
Cancer Resource Services (for retirees less than age 65, or otherwise not Medicare-eligible, enrolled in the UHC HDHP PPO Program) Member only website
Disease Management Program UnitedHealthcare Members: (for retirees less than age 65, or otherwise not Medicare eligible, enrolled in the UHC HDHP PPO Program)
United Healthcare/Optum websitewww.myuhc.com
• To enroll
<ul> <li>EyeMed Vision Care (for retirees enrolled in the UHC HDHP PPO Program)</li> <li>Website/Provider Directorywww.eyemed.com</li> <li>Member Services</li></ul>
ViaBenefits (for Medicare Eligible Participants)
<ul> <li>Websitehttps://my.viabenefits.com/unionpacific</li> <li>Retiree HRA claims and other questions</li></ul>
(800)-755-7780



It is your right and responsibility to learn as much as you can about the wide variety of Union Pacific benefits and how you can make the most of all that is available to you. Please retain a copy for use throughout the year.