NOTE: *The following definitions are for informational purposes only. Please refer to your Schedule of Benefits and Covered Medical Expenses sections for the Covered Services that are available under your Plan.*

"Accidental Injury" means an injury directly and independently caused by specific accidental contact with another body or object. All injuries received in one accident, including all related conditions and recurrent symptoms of these injuries will be considered one injury. Accidental Injury does not include loss that results wholly or in part, directly or indirectly, from disease or other illness.

"Actively at Work" means a time when the Employee is permanent, full-time, and working for the Employer. The Employee must be Actively At Work on the Member's Effective Date of coverage, performing his or her normal duties, unless the employee's absence from work is due to a Health Status Related Factor other than Substance Abuse or chemical dependency.

"Admission" means the period of time between a Covered Person's entry as a registered bed-patient into a Hospital or Skilled Nursing Facility and the time the Covered Person leaves or is discharged from the Hospital or Skilled Nursing Facility.

"Allowed Amount" means the charge most frequently made to the majority of patients for the same service or procedure. The charge must be within the range of the charges most frequently made in the same or similar medical service area for the service or procedure as billed by the other Physicians.

"Ambulatory Surgical Facility" means any public or private specialized facility (state licensed and approved whenever required by law) with an organized medical staff of Physicians that:

a. has permanent facilities equipped and operated primarily for the purpose of performing surgical procedures on an outpatient basis; and

b. has continuous Physician services and registered professional nursing service whenever a patient is in the facility; and

c. does not provide accommodations for patients to stay overnight; and

d. is not, other than incidentally, a facility used as an office or clinic for the private practice of a Physician, Ambulatory Surgical Center includes an endoscopy center.

"Ancillary Services" means services rendered in connection with inpatient or outpatient care in a Hospital or in connection with medical emergency including the following: ambulance, anesthesiology, assistant surgeon, pathology, and radiology. This term also includes services of the attending Physician or primary surgeon in the event of a medical emergency.

"Benefit Percentage" means the portion of eligible expenses payable by the Plan in accordance with the coverage provisions as stated in the Plan.

"Birthing Center" means a freestanding facility that:

a. is licensed to provide a setting for parental care, delivery and immediate postpartum care; and

b. has an organized staff of Physicians; and

c. has permanent facilities that are equipped and operated primarily for childbirth; and

d. has a contract with at least one nearby Hospital for immediate acceptance of patients who require Hospital care; and

e. does not provide accommodations for patients to stay overnight; and

f. provides continuous services of Physicians, registered nurses or certified nurse Midwife practitioners when a patient is in the facility.

"Brand Name Drug" means a Prescription Drug manufactured by one company. A Preferred Brand Name Drug is one preferred for use by the Prescription Benefit Manager and is normally less expensive than an equivalent Non- Preferred Brand Name Drug.

"Cardiac Rehabilitation" means a medically supervised rehabilitation program designed to improve a patient's tolerance for physical activity or exercise.
"Close Relative" includes the spouse, mother, father, grandparents, sister, brother, child, or in-laws of the Covered Person.
"Coinsurance" means the portion of eligible expenses which is payable by the Participant.
"Concurrent Care" means an ongoing course of treatment to be provided over a period of time or number of treatments.
"Company" means the Employer sponsoring this Plan.
"Co-payment" means the amount payable by the Member each time the Member receives a Covered Service subject to a Co-payment as shown on the Schedule of Benefits.
"Covered Participant" means any employee or Dependent covered under this Plan.
"Cosmetic Procedure" means a procedure performed solely for the improvement of a Covered Person's appearance rather than for the improvement or restoration of bodily function.
"Covered Service" means a service or supply as specified in the Covered Services section and on the Schedule of Benefits for which benefits will be provided under the terms of the Plan of Benefits.
"Creditable Coverage" Benefits or coverage provided under:
1. A group health plan;
2. Health Insurance Coverage;
3. Medicare: Part A or Part B;
4. Medicaid: other than coverage having only benefits under Section 1928;
5. Military, TRICARE, or CHAMPUS;
6. A medical care program of the Indian Health Service or of a tribal organization;
7. A state health benefits risk pool, including the South Carolina Health Insurance Pool (SCHIP);
8. The Federal Employees Health Benefits Plan (FEHBP);
9. A public health plan, as defined in regulations;
10. A health benefit plan under the Peace Corps
11. Short Term Health; or
12. A State Children's Health Insurance Program (S-CHIP)

This term does not include coverage for Expected Benefits. The Sponsor will count a period of Creditable Coverage without regard to specific health benefits covered during the period.
"Custodial Care" means care provided primarily for maintenance of the patient or care designed essentially to assist the patient in meeting his or her activities of daily living. Custodial Care includes, but is not limited to, help in walking, bathing, dressing, feeding, preparation of special diets, and supervision over self-administration of medications that do not require the technical skills or professional training of medical or nursing personnel in order to be performed safely and effectively. Custodial Care is not primarily provided for therapeutic value in the treatment of a Sickness, Injury, disease, or condition.
"Deductible" means the amount of Covered Services as indicated in the Schedule of Benefits that the Member must pay each benefit period before benefits are paid by the Plan.
"Dependent": means (1) An Employee's spouse; or (2) and Employee's unmarried Child under the age of [19]; or (3) a Child under age [25] if he or she is determined by the Sponsor to be a Full-time Student enrolled in an accredited institution; or (4) a Dependent who is (a) incapable of financially supporting himself by reason of mental or physical disability, (b) Dependent upon the Employee for at least 50 percent of his support and maintenance, and (c) living in the Employee's household.

Written proof that a Dependent is incapacitated and is a Dependent shall be furnished as required by the Sponsor. As to a Child under item (2) or (3) above, the Child must have the same primary residence as the employee for more than half of each calendar year and must have received at least half of his or her support from the Employee during the calendar year.

"Detoxification" means a Hospital service providing treatment to diminish or remove from a Patient's body the toxic effects of chemical substances, such as alcohol or drugs, usually as an initial step in the treatment of a chemical- Dependent person. The amount of days needed for treatment is determined through Psychiatric Pre-Authorization.

"Durable Medical Equipment" means equipment prescribed by the attending Physician which: is Medically Necessary; is not primarily or customarily used for non-medical purposes; is designed for prolonged use; and serves a specific therapeutic purpose in the treatment of an Injury or Illness.

"Emergency Medical Condition" means a sudden, unexpected, acute medical condition that without medical care within forty-eight (48) hours of onset could result in death or cause serious impairment of bodily functions.

"Employer" means the entity which is sponsoring this group health plan and its related subsidiaries.

"Enrollment Date" means the date of enrollment in the Group Health Plan or the first day of the Waiting Period for enrollment, whichever is earlier.

"Experimental or Investigational" means one or more of the following is true of a treatment, procedure, device, drug or medicine:

a. it cannot be lawfully marketed without U.S. Food and Drug Administration approval, and approval for marketing for the condition treated has not been given at the time the device, drug or medicine is furnished.

b. reliable evidence shows that to determine its maximum tolerated dose, toxicity, safety, and/or efficacy (or efficacy as compared with the standard means of treatment or diagnosis): (1) it is undergoing phase I, II, or III clinical trials or is under study; or (2) further clinical trials or studies are needed, according to the experts' consensus of opinion. Reliable evidence means only published reports and articles in the authoritative medical and scientific literature; or the written protocol or written informed consent used by the treating facility (or by another facility studying substantially the same treatment, procedure, device, drug or medicine).

"Excepted Benefits" means benefits or coverage that do not constitute Creditable Coverage including the following:

1. Coverage only for accident, or disability income insurance, or any combination thereof;
2. Coverage issued as a supplement to liability insurance;
3. Liability insurance, including general liability insurance and automobile liability insurance;
4. Worker's compensation or similar insurance;
5. Automobile medical payment insurance;
6. Credit-only insurance;
7. Coverage for on-site medical clinics;
8. Other similar insurance coverage specified in regulations, under which Benefits for medical care are secondary or incidental to other insurance Benefits.

If offered separately:

1. Limited scope dental or vision Benefits;
2. Benefits for long-term care, nursing home care, Home Health Care, community-based care, or any combination thereof;
3. Such other similar, limited Benefits as specified in regulations.

If offered as independent, non-coordinated Benefits:

1. Coverage only for a specified disease or Illness;
2. Hospital indemnity or other fixed indemnity insurance.
If offered as a separate insurance policy:
1. Medicare supplemental health insurance (as defined under Section 1882(g)(1) of the Social Security Act);
2. Coverage supplemental to the coverage provided under Chapter 55 of Title 10 of the United States Code;
3. Similar supplemental coverage under a Group Health Plan.
"FMLA" means the Family and Medical Leave Act of 1993, as amended.
"Full-time Employment" means a basis whereby an Employee is employed by the Company for, at least, a set number of hours determined by the Company and stated in the Eligibility section of this document. Such work may occur either at the usual place of business of the Company or at a location to which the business of the Company requires the Employee to travel, and for which he receives regular earnings from the Company.
"Full-time Student" means a participating Dependent child who is enrolled in and regularly attending an accredited college, university, or vocational or technical school. For the purpose of this definition, "Full-time" means a minimum of twelve semester or quarter hours, unless the school's definition of Full-time attendance is less. For vocational and technical schools, the definition of Full-time attendance must be provided by the school itself. Full-time student status
will end the actual day of graduation or the actual day a student does not return to a Full-time student status, as determined by the curriculum of the college or University.
"Generic Drug" means a Prescription Drug approved by the FDA as a bio-equivalent substitute and manufactured by one or more companies as a result of the expiration of the original patent for the equivalent Brand Name Drug. Brand Name Drugs that are cross-licensed to other companies, who then market the Brand Name Drug under a Generic name prior to the patent expiring may be considered and processed under the Brand name level of benefits.
"Genetic Information" means information about genes, gene products, and inherited characteristics that may derive from the individual or family member. This includes information regarding carrier status and information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, family histories, and direct analysis of genes or chromosomes. However, it shall not include routine physical measurements, chemical, blood, and urine analyses unless conducted purposely to diagnose a genetic characteristic, tests for abuse of drugs, or tests for the presence of the human immunodeficiency virus.
"Health Insurance Coverage" means benefits consisting of medical care provided directly, through insurance or reimbursement, or otherwise and including items and services paid for as medical care under any Hospital or medical service policy or certificate, Hospital or medical service plan contract, or health maintenance organization contract offered by a health issuer except for those types indicated in **"Medical Exclusions and Limitations"**.
"Health Status-Related Factor" means any of the following factors: health status, medical conditions, (including both physical and mental Illnesses), claims experience, receipt of health care, medical history, Genetic Information, evidence of insurability, (including conditions arising out of acts of domestic violence), or disability.
"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.
"Home Health Care" means an agency or organization that:
a. Is licensed and primarily engaged in providing skilled nursing care and other therapeutic services; and

b. Has policies established by a professional group associated with the agency or organization that includes at least one Physician and one registered nurse (R.N.) who provide full-time supervision of such services; and
c. Maintains complete medical records on each individual and has a full-time administrator.

"Hospice Care" means a coordinated plan of home and inpatient care which treats the terminally ill patient and family as a unit. The Plan provides care to meet the special needs of the family unit during the final stages of a terminal Illness. Care is provided by a team made up of trained medical personnel, homemakers, and counselors. The team acts under an independent hospice administration and it helps the family unit cope with physical, psychological, spiritual, social, and economical stress.

"Hospice Care Program" means a formal program directed by a Physician to help care for a person with a life expectancy of six (6) months or less. It must meet the standards set by the National Hospice Organization. If such Program is required by a state to be licensed, certified or registered, it must also meet that requirement to be considered a Hospice Care Program.

"Hospital" means a short term, acute care (1) general Hospital, (2) children's Hospital, (3) eye, ear, nose, and throat Hospital, (4) maternity Hospital, or (5) any other type of short-term acute care Hospital licensed by the state in which it operates, which for compensation from its patients and on an inpatient basis, is primarily engaged in providing diagnostic and therapeutic facilities for the medical or surgical diagnosis and treatment of injured or sick persons, by or under the supervision of a staff of Physicians duly licensed to practice medicine, and which provides continuous twenty-four (24) hour-a-day service by licensed, registered, graduate nurses physically present and on duty. The term Hospital does not include long-term, chronic care institutions that are, other than incidentally, a nursing home or place for rest, the aged, drug addicts, alcoholics, the treatment of mental or nervous conditions, or rehabilitative care whether or not such institution or facility is affiliated with or part of a Hospital.

"Illness" means a bodily disorder, disease, physical or mental sickness, functional nervous disorder, pregnancy or complication of pregnancy. The term "Illness" when used in connection with a Newborn child includes, but is not limited to, congenital defects and birth abnormalities, including premature birth.

"Injury" means a bodily Injury caused by an accident, which results directly from the accident and independently of all other causes.

"Intensive Care Unit" means an accommodation in a Hospital which is reserved for critically and seriously ill patients requiring constant audiovisual observation as prescribed by the attending Physician, and which provides room and board, nursing care by registered nurses whose duties are confined to care of patients in the Intensive Care Unit, and special equipment or supplies immediately available on a standby basis segregated from the rest of the Hospital's facilities.

"Late Enrollee" means a Member under a Group Health Plan who enrolls under the Plan other than during:
1. The first period in which he is eligible to enroll under the Plan if the initial enrollment period is a period of at least thirty (30) days; or
2. A Special Enrollment period.

"Lifetime" means while a person is covered under this Plan. Lifetime does not mean during the Lifetime of the Covered Person.

"Medically Necessary" means services or supplies provided to a Member and determined by the Sponsor to be:
1. Required to identify or treat an Illness or Injury; and
2. Prescribed or ordered by a Physician; and

3. Consistent with the diagnosis and treatment of the Member's condition; and
4. In accordance with standards of good medical practice; and
5. Delivered in the most cost effective setting; and
6. Required for reasons other than the convenience of the Member or his Physician.
The fact that a service or supply is prescribed by a Physician does not necessarily mean that it is Medically Necessary.
"Medicare" means the program of medical care benefits provided under Title XVII of the Social Security Act of 1965 as amended.
"Mental Disorder" means neurosis, psychoneurosis, psychopathy, psychosis or mental or emotional disease or disorder of any kind.
"Mental and Nervous Treatment" means treatment for Mental and Nervous disorders or conditions, as accepted by the general psychiatric community.
"Midwife" means a person who is certified or licensed to assist women in the act of childbirth.
"Newborn" means an infant from the date of his birth until the initial Hospital discharge.
"Newborn Care" means inpatient Physician Hospital services including initial work-up and pediatric exam, but excluding services for Illness or Injury.
"Pharmacy" means a licensed establishment where prescription drugs are filled and dispensed by a pharmacist licensed under the laws of the state where the pharmacist practices.
"Physician" means a legally licensed medical or dental doctor or surgeon to the extent that, within scope of his or her license is permitted to perform services provided under this Plan. (See Covered Expenses section for a list of Physicians covered under this Plan.)
"Plan" means the system of health benefits established by the Employer with claims and other services administered by the Company under the terms of an Administrative Services Agreement.
"Plan Administrator" means the Company that is responsible for the day-to-day functions and arrangement of the Plan. The Plan Administrator may employ persons or firms to process claims and perform other Plan connected services.
"Plan Sponsor" means the Employer.
"Post-service Claim" means any claim that is not a Pre-service Claim or any claim that is submitted to TCC after the medical care, service or supply has been provided.
"Pre-existing Condition(s)" means a physical or mental condition for which you were treated during the six months prior to your effective date.
"Pre-existing Condition Exclusion Period" means the period during which this Contract will not provide Benefits to a Member for Pre-Existing Conditions. For example, if an employee with diabetes had coverage under a previous plan for seven months, the employee could only be excluded for coverage of that condition under the new Plan for five months.
"Preferred Provider" means a Physician, Hospital, or other Provider who has a signed contract with one of the networks noted in this Plan and who has agreed to provide Covered Services to a Member and submit claims to the Plan Supervisor and to accept the Fee Schedule amount as payment in full for Covered Services. The Participating status of a Provider may change.
"Pre-service Claim" means any claim or request for a Benefit where prior authorization or approval must be obtained from HHS Health Options before receiving the medical care, service or supply. An approval means only that a service is Medically Necessary for treatment of your condition, but is not a guarantee or verification of Benefits. Payment is subject to your eligibility, Pre-existing Condition Limitations and all other Contract limitations and exclusions. Final Benefit determination will be made when we process your claim.

"Prescription Drugs" means a drug or medicine that is:
1. Required to be labeled that it has been approved by the Food and Drug Administration; and,
2. Bears the legend "Caution: Federal Law prohibits dispensing without a prescription" or "Rx Only" prior to being dispensed or delivered, or labeled in a similar manner; or,
3. Insulin.
Additionally, to qualify as a Prescription Drug, the drug must:
4. Be ordered by a medical professional with appropriate legal prescribing authority; and,
5. Not be entirely consumed at the time and place where the prescription is dispensed; and,
6. Be purchased for use outside a Hospital.

"Protected Health Information (PHI)" means individually identifiable health information collected electronically, orally, or via paper. PHI includes information such as the patient's name, social security number, telephone number, medical record number, address, including ZIP code as well as medical records.

"Provider" means any person or entity licensed in or legally engaged in the practice of any of the following:
- ♦ Medicine
- ♦ Emergency Medical Care Services
- ♦ Surgical Services
- ♦ Dentistry
- ♦ Pharmacy
- ♦ Optometry
- ♦ Obstetrics
- ♦ Osteopathy
- ♦ Podiatry
- ♦ Chiropractic Services
- ♦ Radiology
- ♦ Nursing
- ♦ Physiotherapy
- ♦ Pathology
- ♦ Anesthesiology
- ♦ Anesthesia
- ♦ Laboratory Analysis
- ♦ Assistance to a Physician
- ♦ Psychiatry
- ♦ Psychology
- ♦ Physical Therapy
- ♦ Rehabilitation
- ♦ Substance Abuse Services

Provider includes a Long Term Care Hospital, a Hospital, a Rehabilitation Facility or Skilled Nursing Facility.

"Psychiatric Day Treatment Facility," as used herein, means an institution that:
a. is a mental health facility which provides treatment for individuals suffering from acute mental, nervous or emotional disorders, in a structured psychiatric program utilizing individualized treatment plans with specific attainable goals and objectives appropriate both to the patient and the treatment modality of the program, and is clinically supervised by a doctor of medicine who is certified in psychiatry by the American Board of Psychiatry and Neurology; and
b. is accredited by the Program for Psychiatric Facilities or its successor, or the Joint Commission on Accreditation of Hospitals; and

c. treats its patients for not more than eight (8) hours in any twenty-four (24) hour period.

"QMCSO" means a Qualified Medical Child Support Order in accordance with the Omnibus Budget Reconciliation Act of 1993 (OBRA), as amended.

"Rehabilitation Hospital" means a licensed facility that is engaged primarily in providing rehabilitation care to patients on an inpatient basis. Rehabilitation care consists of the combined use of medical, educational, and vocational services to enable patients disabled by disease or Injury to achieve the highest possible level of function ability. Services are provided by or under the supervision of an organized staff of Physicians. Continuous nursing services are provided under the supervision of a registered nurse.

"Schedule of Benefits" means the pages so titled and made part of this handbook that specify the amount of coverage provided and the applicable Co-payments, Coinsurance, Deductible, and limitations.

"Second Opinion" means an opinion from a Physician regarding a service recommended by another Physician before the service is performed, to determine whether the proposed service is Medically Necessary and covered under the terms of this Contract.

"Self-inflicted Injury" means an Injury or Illness which is the natural result of an intentional or unreasonable dangerous act, including but not limited to suicide or attempted suicide, which a reasonable person would or should have known could cause Injury or Illness regardless of the Member's mental capacity at the time the act occurred.

"Skilled Nursing Facility" (this term also applies to a facility which refers to itself as an extended care facility or convalescent facility) means a facility that:

a. Is licensed to provide professional nursing services on an inpatient basis to patients convalescing from Injury or Illness to help restore patients to self-care in essential daily living activities; and

b. Provides continuous nursing services by licensed nurses for twenty-four (24) hours of every day, under the direction of a full-time registered nurse (R.N.); and

c. Provides services for compensation and under the full-time supervision of a Physician; and

d. Maintains a complete medical record on each patient; and

e. Is not, other than incidentally, a clinic, a place for rest, a place devoted to care of the aged, a place for treatment of Mental Disorders or mental retardation, or a place for Custodial Care.

"Special Enrollment" means the time period during which an Employee or eligible Dependent who is not enrolled for coverage under this Contract may enroll for coverage due to the involuntary loss of other coverage or under circumstances described in the Eligibility For Coverage section of this Plan.

"Substance Abuse" means the condition caused by physical and/or emotional dependence on drugs, narcotics, alcohol or other addictive substances resulting in a chronic disorder which affects physical health and/or personal or social functioning. This does not include dependence on tobacco or ordinary caffeine-containing beverages.

"Transplant Benefit Period" means for:

 an Organ, the period which begins on the Admission date and continues for 12 months; or

 Bone Marrow, the period which begins on the first date of mobilization therapy, marrow/stem cell harvest date or inpatient Admission date for the transplant procedure, whichever comes first, and continues for 12 months.

"Transplant Lifetime Maximum" means the maximum amount of Benefits provided in a Lifetime for each of the transplants listed in the Medical Schedule of

Benefits. Once the Transplant Lifetime Maximum has been met, no additional transplant benefits will be provided for that type of transplant.

"Totally Disabled" as applied to an employee means (unless specifically provided otherwise) the complete inability of an employee to substantially perform the important daily duties of the employee's own occupation, for which the employee is reasonably suited by education, training or experience. As applied to a Dependent, the term means the Dependent is prevented solely because of a non-occupational Injury or non-occupational disease from engaging in all of the normal activities of a person of like age and sex and in good health.

"Urgent Care" means Covered Services required in order to treat an unexpected Illness or Injury that is not life threatening and required in order to prevent a significant deterioration of the member's health if treatment were delayed.

"Urgent Care Claims" means any claim made by you or by a Provider or Physician (with knowledge of your current medical condition), where, if the normal Pre-service Claim review time frames of the Contract were used:

a. Your life, health or ability to regain maximum function could be seriously jeopardized; or

b. You, in the opinion of the Physician, would be subject to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

"Usual and Customary Charges" means those charges made for medical services and/or supplies essential to the care of a Covered Participant which will be considered reasonable and customary if they are the amount normally charged by the service Provider for similar services and supplies and do not exceed the amount ordinarily charged by most Providers of comparable services and supplies in the geographic area where the services or supplies are received, as set forth by the Plan Supervisor per industry-accepted guidelines. In determining whether charges are usual and customary, due consideration will be given to the nature and severity of the condition being treated and any medical complications or unusual or extenuating circumstances. The Plan Administrator has the discretionary authority to decide whether a charge is usual and customary.

"Waiting Period" means a period of continuous employment with the Employer that an Employee must complete before becoming eligible for coverage.