

NEW HAMPSHIRE HEALTH PLAN

OUTPATIENT PRESCRIPTION DRUG BENEFIT RIDER (standard)

DEFINITIONS

The definitions in the policy apply to this rider. In applying them, the word “rider” will be substituted for the word “policy.”

“Brand Name Drugs” means chemical compounds with the manufacturer’s brand name on the label which are approved by the Federal Food and Drug Administration.

“Brand Name Drug Copayment” means the amount shown on the Schedule which, together with the “Brand Name Drug Coinsurance,” also shown on the Schedule, are amounts that are not payable by us and must be paid by you directly to the pharmacy for Brand Name Drugs after the Prescription Drug deductible, if applicable, is satisfied.

“Generic Prescription Drugs” means chemical compounds regardless of the manufacturers which are equivalent to Brand Name Drugs and are approved by the Federal Food and Drug Administration.

“Generic Prescription Drug Copayment” means the amount shown on the Schedule, that is not payable by us and must be paid by you directly to the pharmacy for generic drugs after the Prescription Drug deductible, if applicable, is satisfied.

“Non-Participating Pharmacy” means a retail or mail-order pharmacy that is not under contract with the Prescription Service Card Administrator to fill a prescription order.

“Participating Pharmacy” means a local retail pharmacy or mail-order pharmacy that is under contract with the Prescription Service Card Administrator to fill a prescription order with when a Prescription Service Identification Card is presented.

“Preferred Brand Name Drug” is Brand Name Drug which is listed as “Preferred” on a listing maintained by or on behalf of us. Currently that listing is located at www.restat.com/members/formulary.cfm. We may change the location of the Preferred Brand Name Drug listing from time to time by notice(s) at www.nhhealthplan.org/xxxxxxx. In addition, you will be provided annually with notice of deletions and additions to the listing.

“Preferred Brand Name Drug Copayment” means the amount shown on the Schedule which, together with the “Preferred Brand Name Drug Coinsurance,” also shown on the Schedule, are amounts that are not payable by us and must be paid by you directly to the pharmacy for Preferred Brand Name Drugs after the Prescription Drug deductible, if applicable, is satisfied.

“Prescription Drug” means any medication or medicinal substance which has been approved by the Food and Drug Administration and which can, under federal or state law, be dispensed only pursuant to a Prescription Drug order.

“Prescription Drug Deductible Amount” means the amount shown on the Schedule you must pay each Calendar Year, if applicable, for Prescription Drug orders before the Prescription Drug benefit will be payable. The Prescription Drug Deductible Amount does not count toward satisfying the policy Deductible amount or Out-of-Pocket Maximum amount.

“Prescription Service Card Administrator” means the firm contracted by us to administer the Prescription Drug benefit.

“Prescription Service Identification Card” means the card provided by us that must be shown when you have a prescription order filled at a Participating Pharmacy.

BENEFITS

This applies to drugs (including contraceptive drugs) and medicines that require a prescription, are purchased upon a Physician's orders using your Prescription Service Identification Card while not confined in a Hospital or skilled nursing facility and are dispensed by a licensed Participating Pharmacist. Benefits are subject to the Prescription Drug Deductible listed in the Schedule. If you purchase Generic Prescription Drugs, you will be required to pay the Generic Prescription Drug Copayment listed in your Schedule. If you purchase Brand Name Drugs, your benefits are subject to the Brand Name Drug Copayment and the Brand Name Drug Coinsurance listed in the Schedule. When available, your prescription will be filled with a generic Prescription Drug. If you choose to purchase a Brand Name Drug when a generic equivalent is available, you will pay the Generic Prescription Drug Copayment plus the difference in cost between the brand name and generic Prescription Drug. You pay one copayment for each prescription filled (or refilled) up to a 31-day supply. Any single fill (or refill) exceeding the 31-day limit requires additional copayments. You may purchase up to a 90-day supply of covered Prescription Drugs (other than controlled substances as identified by the Federal Drug Enforcement Administration) if you can demonstrate that you have taken the Prescription Drug for a continuous period of one year and provided that such drug is not subject to utilization management, prior authorization or precertification requirements. Such purchases are subject to additional copayments and coinsurance deductibles consistent with the coverage described herein.

NOTE: None of the following will be used to help satisfy the policy Deductible or Out of Pocket Expense Maximum:

Prescription Drug Deductible;	Brand Name Drug Coinsurance;
Generic Prescription Drug Copayment;	Preferred Brand Name Drug Copayment; or
Brand Name Drug Copayment;	Preferred Brand Name Drug Coinsurance.

Prescription Drug benefits are limited to the Calendar Year Maximum Prescription Drug Benefit listed in the Schedule. Drugs and medicines received while being treated as a Hospital outpatient will not be subject to the Prescription Drug Deductible, copayments and coinsurance amounts. Once the Calendar Year maximum has been paid, any further Expense for such drugs and medicines during that Calendar Year will not be used toward satisfying the Deductible or the Out-of-Pocket Expense Maximum or be considered covered Expense.

NOTE: You must pay 100% of the prescription order at the time you place the prescription order if:

- (a) you do not show your Prescription Service Identification Card at the Participating Pharmacy; or
- (b) you use a Non-Participating Pharmacy to fill the prescription order.

You will be reimbursed for such eligible expenses if you submit a claim to the Prescription Service Card Administrator on a form available from us. The Prescription Service Card Administrator will pay the eligible expenses incurred based on the amount that would have been paid to a Participating Pharmacy subject to the Prescription Drug Deductible and other applicable copayment and coinsurance amounts.

Preferred Brand Name Drugs. For Preferred Brand Name Drugs, in computing the amounts you pay for the drug, you will have the benefit of the lower copay amount shown as the Preferred Brand Name Drug Copayment. In addition, you will pay the Preferred Brand Name Drug Coinsurance.

Mail order. You may order up to a 90-day supply of Prescription Drugs via mail order. Any prescription filled by mail order will have twice the copayment amount listed in the Schedule applicable to that drug.

Out-of-Country Purchases Prohibited. Notwithstanding anything to the contrary contained herein, benefits shall not include payment or reimbursement for prescription drugs purchased outside the United States, except in the case of a Medical Emergency (as such term is defined in the policy).

Rebates. From time to time we may benefit from drug rebates secured on our behalf by our administrator, our pharmacy benefits administrator or others. Any such rebates are kept by us to help lower our cost of operations. They are not credited back to you. They do not adjust deductibles, copayments, coinsurance, limits or any other calculations under your policy.

Notwithstanding anything else contained herein, no drug that has been prescribed for a particular indication shall be excluded from coverage on the ground that the drug has not been approved by the Federal Food and Drug Administration for that indication, if such drug is recognized for treatment of such indication in one of the standard reference compendia or in the medical literature as recommended by then current American Medical Association policies, provided that nothing in this rider shall require: (a) coverage for any drug if the Federal Food and Drug Administration has determined its use to be contraindicated for the treatment of the particular indication for which the drug has been prescribed; (b) coverage for experimental or investigational drugs not approved for any indication by the Federal Food and Drug Administration; and (c) reimbursement or coverage for any drug not otherwise covered under this rider.

If a prescription drug is otherwise ineligible for coverage under this rider and is Medically Necessary, you may request that coverage for such prescription drug be reviewed through our exception process. The exception process shall not exceed 48 hours commencing when the prescribing provider has provided us with the clinical rationale for the exception.