

# **Priority Health Medicare Supplement Certificate Plan A**



**NOTICE TO BUYER: THIS COVERAGE MAY NOT COVER ALL OF YOUR  
MEDICAL EXPENSES.**

**YOUR RIGHT TO CANCEL**

Please read this Certificate right away. If you're not satisfied with it for any reason, you can return it within 30 days. Upon return, this Certificate becomes invalid. We'll refund all payments you've made on it. We can collect from you all costs for Covered Services that you received and we paid, plus our cost of recovering those Charges (including attorney's fees).

Upon your payment of Premium and the issue of this Certificate, we agree to provide the benefits described in this Certificate.

**GUARANTEED RENEWABILITY**

Your Coverage may be renewed annually unless you fail to pay required Premiums on a timely basis; you make material representations to us; or you are no longer eligible for Coverage. Your Certificate may be revised to comply with federal or state law. This Certificate can't be canceled or nonrenewed solely on the grounds of deterioration of health. Of course, you can end your Coverage at any time by writing to us. No refusal of renewal will affect an existing valid claim for Medicare-approved expenses Covered under this Certificate and incurred prior to the date on which this Certificate ends.

NOTE: If you permanently move outside the State of Michigan after you have enrolled with us, which means you reside in Michigan for less than six months of every year, your Coverage will continue. However, all additional eligibility requirements must continue to be satisfied or your Coverage will not be renewed. You may be required to pay a higher Premium upon renewal.

**INCREASE IN PREMIUMS**

- (1) We may raise your Premiums if your age category or other rating factors change.
- (2) We may also raise your Premium on any Certificate each year.
- (3) After the Effective Date of your Coverage under this Certificate, any increase in benefits or Coverage that results in an increase in the Premium must be agreed to in writing by You, *unless the benefits are required by law*.
- (4) If we raise the Premiums, we'll give you 30 days prior written notice.
- (5) The same rates shall apply to all participants in the same actuarial rating classifications, as determined by us.

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**INDIVIDUAL MEDICARE SUPPLEMENT CERTIFICATE–  
PRIORITY HEALTH**

Filed in Michigan – 2024

**SECTION 1. About This Certificate**

This Certificate has been applied for as Individual Medicare Supplement Coverage. Read this entire Certificate carefully. It sets the terms and conditions of Coverage; describes the health care services that are Covered; and describes the rights and obligations of you and Priority Health. It is your responsibility to understand the terms and conditions of your health benefits contained in this Certificate.

**IMPORTANT NOTICE. YOUR CERTIFICATE MAY NOT APPLY! PLEASE READ!**

This Certificate was issued based on the information in your application, which has become part of this Certificate. If there is any misstatement in your application, you must let us know immediately. Otherwise, your Certificate may not be valid.

If any information in your application is incorrect or incomplete, please write to us within 10 days of receiving this Certificate at:

Priority Health  
Enrollment Department, MS 1175  
1231 East Beltline, NE  
Grand Rapids, MI 49525

Words that are capitalized in this Certificate are special terms that are defined in Section 15. The terms “we,” “us,” and “our” refer to Priority Health. The term “you,” “your” and “yourself” refer to the Subscriber.

If you have any questions about Coverage, contact our Customer Service Department at:

Priority Health  
Customer Service Department, MS 1105  
1231 East Beltline, NE  
Grand Rapids, MI 49525

800.852.9780  
(TTY users should call 711)  
from 8 a.m. to 8 p.m. seven days a week

or

send us a secure online message from your member portal account at *member.priorityhealth.com*

**SECTION 2. Obtaining Covered Services**

Priority Health Medicare Supplement Plan A helps pay some of the costs Medicare does not pay. This plan will extend benefits beyond those that Medicare offers to you.

By choosing to enroll as a Priority Health Subscriber, you agree to abide by the rules as stated in this Certificate. This Certificate will be issued to Eligible Subscribers in exchange for Premium paid to us.

You need to use both your red, white and blue Medicare card and your Priority Health ID Card for health care services. Your Medicare provider must first bill Medicare for Medicare Covered Services. For services that are Covered by Medicare, we will pay your Medicare coinsurance, copayment or deductible amount as specified in this Certificate only.

If Medicare changes benefits, coinsurance, copayments or deductibles, this Certificate will automatically adjust to include those changes.

Any changes must be in writing and approved by us and the Director of the Michigan Department of Insurance and Financial Services (DIFS).

### **SECTION 3. Eligibility**

#### **A. Medicare Supplement Eligibility**

- (1) You must be enrolled in Medicare Part A and Part B to have Medicare Supplement Plan A Coverage.
- (2) You must be a permanent resident of the State of Michigan and physically reside in Michigan at least six months of every year.
- (3) You must meet our medical criteria.
- (4) You must not continue to be enrolled in any other group or non-group Medicare Supplement program or Medicare Advantage plan if you are Covered under this Certificate.
- (5) You must not enroll in any other group or non-group Medicare Advantage or Medicare Supplement program if you want to remain Covered under this Certificate.

#### **B. Change in Eligibility Status**

You agree to notify us in writing or by calling our Customer Service Department within 30 days of any change in eligibility status. If you are no longer eligible for Coverage, you are responsible for payment for any services or benefits.

#### **C. Medicaid Eligibility**

You may be eligible for Medicaid. If so, the Coverage and Premium under this Certificate will be suspended for up to 24 months while you apply for and are entitled to Medicaid Coverage. You must request this suspension within 90 days of becoming entitled to Medicaid benefits. When we are notified, we will refund any Premium you had paid for the time you were Covered by Medicaid, less any amount for claims we have paid.

When you are no longer entitled to Medicaid benefits, you must let us know within 90 days of losing Medicaid and we will renew your Medicare Supplement contract. Your contract will be effective back to the date you lost Medicaid Coverage if you pay the Premiums.

### **SECTION 4. Enrollment**

To apply for Coverage, you must submit a completed application to us. Medicare enrollment will be verified.

## **SECTION 5. Effective Date of Coverage**

The Effective Date of Coverage is the first of the month following receipt of your completed and accepted application or a date specified in your application. The date must be a date in the future. We will verify your enrollment in Medicare Part A and Part B.

We shall not deny a claim for losses incurred more than 6 months from the Effective Date of coverage because it involved a preexisting condition. This Certificate shall not define a preexisting more restrictively than to mean a condition for which medical advice was given or treatment was recommended by or received from a physician within 6 months before the Effective Date of coverage.

Services obtained prior to the Effective Date of Coverage are not Covered.

## **SECTION 6. Covered Services**

We'll pay for your care described in this Section under the terms, conditions and provisions of this Certificate. The services you get must be reasonable and Medically Necessary for admission as an Inpatient, or for diagnosis and treatment of, an Illness or Injury. Medicare Benefits won't be duplicated.

The benefits of this Certificate will automatically change to coincide with any changes in applicable Medicare deductible or copayment amounts and coinsurance percentage factors. When benefits change, your Premium may change.

### **A. Hospital Inpatient Benefits:**

- (1) We'll pay 100% of your Medicare Part A Hospital daily copayment from the 61<sup>st</sup> to the 90<sup>th</sup> day of your Confinement.
- (2) We'll pay 100% of your Medicare Part A Hospital daily copayment for each Medicare lifetime Inpatient reserve day used from the 91<sup>st</sup> through the 150<sup>th</sup> day in any Medicare Benefit Period.
- (3) You may still be in a Hospital after the above benefits are paid. If so, we'll pay 100% of the Medicare Part A Eligible Expenses for hospitalization paid at the applicable prospective payment system rate, or other appropriate Medicare standard for payment, subject to a lifetime limitation benefit of an additional 365 days. This means we will pay whatever amount Medicare would have paid for the additional days.

Note: During this additional 365 days, the Hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

- (4) We'll pay your Medicare Part A Eligible Expenses for the first 3 pints of blood (or equivalent quantities of packed red blood cells, as defined under federal regulations), unless replaced in accordance with federal requirements.

### **B. Hospice Care**

You must have a doctor's certification of terminal illness before you are eligible to receive this benefit. If eligible, Medicare will pay 100% of your Hospice Care costs. However, there can be additional costs associated with this type of care, including respite care and prescription drugs.

- (1) We'll pay your Medicare Part A daily coinsurance amount for inpatient Respite Care.
- (2) We'll pay 100% of your Medicare Part A copayment for each prescription drug prescribed as part of your Hospice Care.

**C. Professional and Other Services:**

- (1) We'll pay your coinsurance amount paid for Hospital outpatient department services under a prospective payment system, of Medicare Eligible Expenses under Part B regardless of Hospital Confinement, subject to your payment of the Medicare Part B deductible.
- (2) We'll pay your Medicare Part B Eligible Expenses for the first 3 pints of blood (or equivalent quantities of packed red blood cells, as defined under federal regulations), unless replaced in accordance with federal requirements. We'll also pay your coinsurance for additional Medicare approved amounts, subject to your payment of the Medicare Part B deductible.
- (3) We'll pay your coinsurance amount for Medicare approved Durable Medical Equipment, subject to your payment of the Medicare Part B deductible.

**SECTION 7. Exclusions**

The following aren't Covered under this Certificate:

- A.** Treatment, services or supplies Medicare doesn't cover, unless this Certificate specifically provides for them.
- B.** Treatment, services or supplies to the extent that they are paid for by Medicare; treatment, services or supplies to the extent that they are paid for by another government entity or program, directly or indirectly; this doesn't apply, though, to health benefits or insurance plans for employees of such entities.
- C.** Treatment, services or supplies you need as a result of war, or an act of war, occurring on or after the Effective Date of this Certificate.
- D.** Personal comfort and convenience items.
- E.** Routine physical exams; eye exams; hearing exams and directly related tests; eye glasses; or for the preparation or fitting of such things as eyeglasses or hearing aids, except for those services covered by Medicare.
- F.** Orthopedic shoes or other supporting devices for the feet; or routine foot care not covered by Medicare.
- G.** Skilled Nursing Facility care, private duty nursing, long term care, Custodial Care, including Maintenance Care and Supportive Care.
- H.** Cosmetic surgery. We do Cover such surgery if it's for repair of accidental Injury or for improving the functioning of a malformed body part.
- I.** Domestic help; services provided by members of your Immediate Family or anyone else living in your household.
- J.** Care, treatment, filling, removal or replacement of teeth, or for dental x-rays, root canal therapy, surgery for impacted teeth, or for other surgical procedures involving the teeth or

structures directly supporting them, unless the service is a Medicare Eligible Expense. For example, we would pay your Medicare Part B coinsurance for the extraction of teeth to prepare for radiation treatment.

- K.** Treatment, services or supplies to the extent that a worker's compensation law or other U.S. or state plan covers them.
- L.** Over the counter and Medicare Part D drugs you buy with or without a Physician's prescription, except for outpatient drugs prescribed as part of Medicare approved Hospice Care.
- M.** Treatment, services or supplies for Confinement, surgery or care before your insurance becomes effective, or after Coverage ends except as stated in Section 9.D.
- N.** Services not provided by a Health Professional.
- O.** Treatment, services or supplies that are deemed unreasonable and unnecessary by Medicare. This includes but is not limited to the following: drugs or devices that have not been approved by the Food and Drug Administration (FDA); medical procedures and services performed using drugs or devices not approved by FDA; and services including drugs or devices, not considered safe and effective because they are experimental or investigational.
- P.** Treatment, services or supplies received outside the United States.
- Q.** Physician charges exceeding the Medicare Eligible Expense for treatment, services or supplies.
- R.** Routine immunizations, except if eligible under Medicare.
- S.** Treatment of service related conditions for members or ex-members of the armed forces by any military or veterans Hospital or soldier home or any Hospital contracted for or operated by any national government or agency.
- T.** Medicare Part A deductible.
- U.** Medicare Part B deductible.
- V.** Services that you could get free if you did not have health care Coverage.
- W.** Services covered by any group health care contract.
- X.** Transportation and travel.

## **SECTION 8. Claim Reimbursement**

We pay your coinsurance, copayment or deductible amount as specified in Section 6. Our payments are based on Medicare's approved amount for Covered Services. All claims are subject to review of availability of benefits at the time the claim is processed as well as the exclusions and maximums under your Coverage.

When your provider sends us a claim, it must show the following:

- Your contract number.
- Type and date of service.



- The diagnosis.

The provider may be required to verify services were provided.

If your provider does not send us a claim, you may send us a copy of the “Explanation of Medicare Benefits” form you receive from Medicare.

We’ll pay any benefit we owe directly to the Physician, Hospital or other Health Professional that furnished the services, care, item or facility. Such payments discharge our liability for the amounts paid.

## **SECTION 9. Termination, Renewal and Reinstatement of Coverage**

### **A. Termination of Certificate**

As Subscriber, you may terminate the Certificate at the end of the month by giving 30 days written notice of such termination. All Coverage through this Certificate will terminate at 11:59 p.m. on the effective date of the termination of this Certificate.

If you lose your Coverage, we can collect from you all costs for Covered Services that you received and we paid for after your Coverage terminated, plus our cost of recovering those charges (including attorney's fees).

If this Certificate terminates midterm because of your death, we shall issue a pro rata refund to your estate.

### **B. Termination for Nonpayment of Premium**

If you fail to pay the Premium by the due date, you are in default. If the default continues your Coverage will be terminated as of the last date through which the Premium was paid. If your Coverage is terminated, any benefits incurred by you and paid by us after the termination will be charged to you. A grace period of 30 days will be granted for the payment of each Premium falling due after the first Premium. During the grace period, the Certificate shall continue in force.

### **C. Termination for Other Reasons**

Subject to reasonable notice, your Coverage may also be terminated for any of the following reasons:

- (1) You are no longer eligible for Medicare coverage.
- (2) You no longer meet eligibility requirements under this Certificate.
- (3) You provide false or misleading information or withhold material information.
- (4) We no longer offer this Coverage.

Your contract will end the last day Covered by your last payment.

NOTE: If you permanently move outside the State of Michigan after you have enrolled with us, which means you reside in Michigan for less than six months of every year, your Coverage will continue if all other eligibility requirements continue to be satisfied. You may be required to pay a higher Premium upon renewal.

**D. Extension of Benefits**

Termination of this Certificate shall be without prejudice to a continuous loss which commenced while the Certificate was in force. Any such extension of benefits shall only be available for such loss while you are continuously totally Disabled and shall continue to be subject to all the maximum benefit amounts and duration limitations of the Certificate. Receipt of Medicare Part D shall not be considered in determining a continuous loss.

For the purpose of this subsection, “totally Disabled” means a Physician says:

- (1) You are Confined in a hospital or Medicare certified Skilled Nursing Facility; or
- (2) You are unable to perform the substantial duties of any job or occupation for which you are qualified and in fact you are not working for any salary or profit; or
- (3) You are substantially unable to engage in the normal activities of an individual in good health of the same age and/or sex.

**E. Grace Period**

A grace period of 30 days will be granted for the payment of each Premium falling due after the first Premium. During the grace period the Certificate shall continue in force.

**F. Immediate Termination**

We can terminate your Coverage for cause immediately if we find out you have committed or attempted to commit fraud against us or you have been dishonest with us about some important or material matter. For example, we may terminate your Coverage if we find out you gave us wrong or misleading information or you let someone else use your ID Card or receive benefits in your place. If we choose, termination can be effective the day you committed the fraud or were dishonest with us. Also, we can collect from you the costs for Covered Services that you received after the effective date of termination and we paid for, plus our cost of recovering those Charges (including attorney’s fee).

If we tell you we have terminated or will terminate your Coverage, we will terminate your Coverage on the date stated in the notice. If we terminate your Coverage retroactively, we will refund any Premiums you paid for the period after the termination date, offset by the amount of any Covered Services you received during that period. Also, we are entitled to reimbursement for any payments made for Covered Services you received after your termination date not offset by Premiums you paid.

NOTE: If you are still eligible for Coverage under Section 3 of this Certificate, we will not terminate your Coverage based on your health or your health care needs.

**G. Renewal Terms**

The initial term of this Certificate is from 12:00 a.m. of the day Coverage becomes effective through 11:59 p.m. on December 31st of that Calendar Year. Following the initial term, this Certificate will renew automatically every January 1<sup>st</sup> for an additional 12 months, subject to all terms and provisions of this Certificate, unless otherwise terminated as provided for in this Certificate. We will give you advance written notice of any change in the Premium; or material changes in Covered Services; or other provisions of this Certificate that will be effective on the renewal date.

Unless terminated for reasons stated in Section 9.C, this Certificate is guaranteed renewable for life subject to timely payment of Premium. We will neither cancel nor nonrenew your Certificate for any reason other than nonpayment of Premium, material misrepresentation, fraud or the reasons stated in Section 9.C. If you permanently move outside the State of Michigan after you have enrolled with us, which means you reside in Michigan for less than six months of every year, you may still choose to renew your Coverage if all other eligibility requirements continue to be satisfied. You may be required to pay a higher Premium upon renewal. Your Certificate may be revised to comply with federal or state law. This Certificate can't be canceled or nonrenewed solely on the grounds of deterioration of health. This Certificate automatically terminates on the date you die. Of course, you can end your Coverage at any time by writing to us. No refusal or renewal will affect an existing valid claim for Medicare Eligible Expenses Covered under this Certificate and incurred prior to the date on which this Certificate ends.

We're not responsible for notifying you when Premiums are due for Coverage provided during renewal periods under this Certificate. You can designate in writing a Remitting Agent to pay us the Premiums for this Certificate. If you do this, we can give any required notices to him/her, with the same effect as if we'd sent them to you.

## **H. Reinstatement**

Reinstatement is subject to our right to change or terminate this Certificate (see Renewal Terms). If you end the contract by not paying your Premium, it may be reinstated. The following rules all apply:

- (1) (a) Your Coverage must be lapsed due to nonpayment of Premium; (b) you must apply for reinstatement within 1 year of the lapsed date by completing a new application including all updated health information; and (c) you want to reinstate the same Coverage you had.
- (2) We must approve your application to reinstate and determine the applicable Premium. We can approve or decline it.
- (3) If we reinstate you, losses resulting from accidents occurring or Illness beginning between the lapse date and the Effective Date of the new Certificate are not Covered.
- (4) Claims that occur in the lapse period aren't Covered.
- (5) If your application is approved, the new Certificate will be effective on the first day of the month following approval. Any Premium received shall be applied to Coverage under the new Certificate.
- (6) You must pay Premiums on a monthly basis.

## **I. Time Limit on Certain Defenses**

After 2 years from this Certificate's original Effective Date, no misstatements in the application will be used to void this Certificate or deny a claim beginning after the 2 year period expires. This doesn't apply to fraudulent misstatements made in the application.

## **SECTION 10. Subrogation**

You agree that we shall be subrogated to all of your rights to the extent of the benefits we provide under this Certificate. This means we can stand in your or your estate's shoes and sue a third party directly for an Illness or Injury for which we are providing services. Those rights are hereby assigned to us to that extent.

The assigned rights include, but are not limited to, rights against:

- A.** All persons or organizations, and their insurers, liable or responsible for paying for losses or damages you sustain;
- B.** Automobile liability insurance coverage;
- C.** Underinsured motorist insurance coverage;
- D.** Uninsured motorists insurance coverage;
- E.** Homeowner liability insurance coverage;
- F.** Medical malpractice insurance coverage;
- G.** Patient compensation funds; and
- H.** Any applicable umbrella insurance coverage.

The assigned rights shall not be reduced or diminished under any circumstances by attorney's fees, court costs or any other costs of collection which may be incurred by you.

We have no right to recover from you if you have not been made whole, after taking into consideration your comparative negligence. If a dispute arises between you and us over the question of whether or not you have been made whole, we have the right to a judicial and jury determination of whether you have been made whole. Such a determination shall be governed by the rules of evidence; shall require the fact finder to determine the dollar amount that makes you whole; and in all other substantive and procedural respects shall be conducted as in any other civil jury trial.

You must promptly advise us in writing whenever a claim against any person and/or organization is made on your behalf. You also must further provide to us additional information as is reasonably requested by us. You agree to fully cooperate in protecting our rights against any person and/or organization. You shall not enter into a settlement or compromise arrangement with any person and/or organization without our prior written consent. Entering into any such settlement or arrangement is a breach of this contract; such a breach shall be deemed to prejudice our rights.

## **SECTION 11. Recovery of Excess Payment**

We might pay more than we owe under this Certificate. If so, we can recover the excess from you, the Hospital, or other provider of care for up to one year. We can also recover from another insurance company or service plan, or from any other person or entity that has received any excess payment from us for up to one year.

## **SECTION 12. Non-Duplication of Benefits**

- A.** We provide each Subscriber with health care services within the limits of this Certificate.
- B.** Priority Health Coverage does not duplicate benefits or pay more for Covered Services than the actual fees.

### **SECTION 13. Premiums**

Premiums for Covered Services to be provided under this plan are listed in the letter that accompanied this Certificate.

The initial Premium will be effective for the initial term of this Certificate. We may change the Premium upon 30 days written notice to you prior to the renewal of this Certificate or a change in any applicable law or regulation having a direct and material impact upon the cost of providing Coverage to Subscribers (such as revision of the Covered Services provided under this Certificate to include benefits mandated by applicable laws). You may terminate this Certificate as of the date that the revised Premium would become effective, by providing written notice of termination not less than 10 days prior to such effective date. Additionally, your Premium may change annually based on your age as of January first.

Premiums are due in full at Priority Health on or before the first day of each month for the following month's Coverage unless arrangements have been made with us to make payments on other than a monthly basis. Each Premium period, whether monthly or otherwise, shall end at 11:59 p.m. E.S.T.

Excluding your first Premium payment, all Premium payments to Priority Health are subject to a 30-day grace period. During this time Premiums may be made to us without lapse of Coverage. If the Premium is not paid within that grace period, your Coverage will be terminated as of the end of that period. If you fail to pay the required Premium and Coverage is terminated, we can collect from you all costs of Covered Services that you received and we paid for during the 30-day grace period, plus our costs of recovering these Charges (including attorney's fees).

### **SECTION 14. Definitions**

- A.** Amendment. The Certificate may be changed at any time; these changes would be reflected in an additional document called an Amendment which would be attached to this Certificate.
- B.** Benefit Period. A Benefit Period starts with the first full day that you are in a Hospital. It ends when you have not been in a Hospital or Skilled Nursing Facility or Rehabilitative facility for at least 60 consecutive days. There's no limit to the number of Benefit Periods you can have.
- C.** Calendar Year. The period that starts with the Effective Date of your Certificate and ends on December 31<sup>st</sup> of such year. Each following Calendar Year shall start on January 1<sup>st</sup> of any year and end on December 31<sup>st</sup> of that year.
- D.** Centers for Medicare and Medicaid Services (CMS). The federal agency that regulates Medicare and Medicaid.
- E.** Certificate. The document that describes your and our rights and duties. It includes this document, the application and/or enrollment form, Riders, Amendments and any attachments to this document.

- F.** Charges. The reasonable Charges for items or services set by Medicare. We treat Charges for stays in a Hospital or Skilled Nursing Facility as incurred on the date of admission. We treat all other Charges as incurred on the date you get the service or item. We pay only up to the reasonable Charges set by Medicare; no agreement between you (or someone acting for you) and any other person, group or provider of services will cause us to pay more.
- G.** Coinsurance or Copayment. The portion of Covered health care costs for which the Covered person has a financial responsibility. Coinsurance is usually a fixed percentage which applies after first meeting a deductible. A Copayment is usually a flat dollar amount rather than a percentage.
- H.** Confinement. Reasonable and necessary admission as an Inpatient in a Hospital or Skilled Nursing Facility.
- I.** Continuous Period of Creditable Coverage. The period during which an individual was Covered by Creditable Coverage, if during the period of the Coverage the individual had no breaks in Coverage greater than 63 days.
- J.** Covered Service, Coverage, Cover or Covered. Those service and supplies that you are entitled to under this Certificate, if they are Medically/Clinically Necessary and you have met all other requirements of this Certificate. This Certificate limits what we will pay for some services and supplies. When we say we will “Cover” a service or supply, that means we will treat the service or supply as a Covered Service.
- K.** Creditable Coverage. With respect to an individual, Coverage of the individual provided under any of the following: (1) a group health plan; (2) health insurance coverage; (3) Part A or Part B of Medicare; (4) Medicaid, other than coverage consisting solely of benefits under section 1928; (5) Chapter 55 of Title 10 of the United States Code, commonly referred to as TRICARE (formerly known as CHAMPUS); (6) a medical care program of the Indian Health Service or of a tribal organization; (7) a state health benefits risk pool; (8) a health plan offered under chapter 89 of Title 5 of the United States Code commonly referred to as the Federal Employees Health Benefits Program; (9) a public health plan as defined in federal regulation; and (10) a health benefit plan under Section 5(e) of the Peace Corps Act (22 United States Code 2504(e)).
- L.** Custodial Care. Care given to you if: (1) you do not require the technical skills of a registered nurse at all times; (2) you need services for activities of daily living including, but not limited to, dressing, bathing, eating, walking, taking medications and maintaining continence; and (3) the services you require are not likely to improve your condition. Custodial Care includes Maintenance Care and Supportive Care as defined in this Certificate. Care may still be considered Custodial Care as determined by us, even if: (1) you are under the care of a Physician; (2) the Physician prescribes services to support and maintain your condition; or (3) health care services are being provided by a registered or licensed practical nurse.
- M.** Disabled or Disability. Under the Social Security Act, you are Disabled or have a Disability if, taking into account your age, education and past work experience, you are unable to perform any substantial gainful activity by reason of a medically determinable physical or mental impairment, or combination of impairments, which can be expected to result in death or which has lasted or can be expected to last at least 12 consecutive months.

- N.** Effective Date. The first of the month following receipt and acceptance of your completed application or a date specified in your application. The date must be a date in the future. We will verify your enrollment in Medicare Part A and Part B.
- O.** Health Professional. An individual licensed, certified or authorized under state law to practice a health profession.
- P.** Home Health Care. Care you received while confined to your home. A specific plan for your care and treatment must be made by a licensed agency or organization and approved in writing by your Physician. He/she must review the plan at least every 2 months unless he/she decides less frequent reviews are enough.
- Q.** Home Health Care Agency. An agency or organization that is licensed to provide skilled nursing services and other therapeutic services in an outpatient setting.
- R.** Hospice Care. Services for the terminally ill and their families including pain management and other supportive services.
- S.** Hospital. An appropriately licensed acute care institution (including a long term acute care facility) that provides Inpatient medical care and treatment for ill and injured persons through medical, diagnostic, and major surgical facilities. All services must be provided on its premises under the supervision of a staff of Physicians and with 24 hour-a-day nursing and Physician services.
- T.** ID Card. The Subscriber Identification Card you receive from us as evidence of your enrollment with us.
- U.** Ill or Illness. A sickness or a disease, including congenital defects or birth abnormalities.
- V.** Immediate Family. Your spouse, children, parents, grandparents, brothers and sisters and their spouses.
- W.** Injury or Injured. Accidental bodily Injury.
- X.** Inpatient. Admission as a bed patient to a Hospital or Skilled Nursing Facility.
- Y.** Maintenance Care. Health care services delivered after the acute phase of an Illness has passed and maximum therapeutic benefit has occurred. Such care promotes optimal function in the absence of significant symptoms.
- Z.** Medicaid. The state governmental program that helps with the medical costs for some people with limited incomes and resources. Some people with Medicare are also eligible for Medicaid. Medicaid has programs that can help you pay for your Medicare premiums and other costs, if you qualify.
- AA.** Medical Emergency. The sudden onset of a medical condition with signs and symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected to result in serious jeopardy to the individual's health or to a pregnancy in the case of a pregnant woman, serious impairment of bodily functions, or serious dysfunction of any bodily organ or part.
- BB.** Medically/Clinically Necessary. The services or supplies needed to diagnose, care for or treat your physical or mental condition as determined by the Centers for Medicare and Medicaid Services (CMS).

- CC.** Medicare. Title XVIII of the Social Security Act, as amended.
- DD.** Medicare Advantage Plan. A plan of coverage for health benefits under Medicare Part C as defined in 42 United States Code Section 13951-28(b)(1), as amended, and includes any of the following: (1) coordinated care plans that provide health care services, including but not limited to health maintenance organization plans (with or without point-of-service option), plans offered by provider-sponsored organizations, and preferred provider plans; (2) medical savings account plans coupled with a contribution into a Medicare Advantage medical savings account; and (3) Medicare Advantage private fee-for-service plans.
- EE.** Medicare Eligible Expenses. Health care expenses which are covered by Medicare Parts A and B, recognized as medically necessary and reasonable by Medicare, and that may or may not be fully reimbursed by Medicare. Medicare Eligible Expenses may also be referred to as the cost of Covered Services.
- FF.** Medicare Eligible Person. A person who qualifies for Medicare.
- GG.** Medicare Supplement Coverage. Coverage that conforms to Chapter 38 of the Michigan Insurance Code. “Medicare Supplement Coverage” includes Medicare Supplement and Medicare Select plans but does not include coverage under Medicare Advantage plans as established under Medicare Part C or Outpatient Prescription Drug plans established under Medicare Part D.
- HH.** Member. A person enrolled with us as a Subscriber
- II.** Pharmacy. An establishment where prescription drugs are legally dispensed.
- JJ.** Physician. An appropriately licensed medical or osteopathic doctor.
- KK.** Premium. The total payment from Subscriber to us for Coverage.
- LL.** Priority Health. The Michigan nonprofit corporation and licensed health maintenance organization providing benefits under this Certificate.
- MM.** Remitting Agent. The party, named in your application, who will pay your Premiums. You authorize him/her to collect Premiums from you and to pay us when due. He/she must notify us of any changes in your eligibility under this Certificate. He/she will receive our notices of Premium rate change or other information about Coverage. He/she is your agent; we’re not liable for his/her acts or omissions.
- NN.** Respite Care. Temporary or periodic care you receive in a Medicare-approved nursing home, assisted living facility or other type of long-term care program so that a family member or friend who is your usual caregiver can rest while you are receiving Hospice Care.
- OO.** Rider. A legal document that is part of your Certificate, that explains any additional benefits, limitations or other modifications to the Coverage outlined in the Certificate.
- PP.** Skilled Nursing, Subacute, or Inpatient Rehabilitation Facility. A facility that is appropriately licensed to provide services in lieu of hospitalization including skilled nursing care and related services, subacute services and short-term rehabilitative therapy care on an Inpatient basis.



- QQ.** Subscriber. A person who: (a) meets all applicable eligibility requirements of the Certificate; (2) has enrolled for Coverage; and (3) has paid us any applicable Premium payments under this Certificate.
- RR.** Supportive Care. Health care services for a patient whose recovery has slowed or ceased entirely, and only minimal rehabilitative gains can be demonstrated with continued care.
- SS.** Urgent Care. Services provided at a licensed facility other than a Hospital emergency room to treat non-life threatening conditions that require immediate medical attention to limit severity and prevent complications.
- TT.** Urgent Care Center. A licensed facility, not including a Hospital emergency room, that provides Urgent Care for the immediate treatment only of an Injury or Illness. An Urgent Care Center may include a Physician's office when Urgent Care is provided after normal office hours.
- UU.** We, us or our. Priority Health.
- VV.** You, your or yourself. The Subscriber.

## **SECTION 15. General Provisions**

### **A. Your Relationship With Your Doctor or Hospital**

This contract won't alter the usual, customary relationship you have with your doctor, hospital, service or facility. We don't contract with you to choose or provide a doctor, hospital, service or facilities; nor do we assure their availability. We're not responsible to you for the acts of any health care provider or for any services or facilities. We're obligated only to provide the benefits stated in this Certificate.

### **B. Entire Agreement**

This Certificate, the application and any Amendments or attachments, is the entire agreement between Subscriber and us. Beginning on the Effective Date of Coverage, the Certificate supersedes all other agreements for health care services and benefits between you and us. No change in the Certificate is valid until approved by an executive officer of Priority Health and unless such approval is endorsed or attached. No agent has authority to change the Certificate or to waive any of its provisions.

### **C. Limit on Assignability of Benefits**

This is your personal Certificate. You can't assign any benefit to anyone other than a Physician, Hospital or other provider entitled to receive a specific benefit for you.

### **D. Conformity with State and Federal Law**

We will apply this Certificate in accordance with state and federal laws and regulations. If any part of this Certificate does not conform with state or federal laws or regulations, we will change our procedures to agree with the laws and regulations.

**E. Clerical Errors**

Clerical errors, such as incorrect transcriptions of Effective Dates, termination dates, or erroneous mailings, will not change the rights or obligations of you or us under this Certificate. Clerical errors will not operate to grant additional benefits to you, terminate Coverage otherwise in force or continue Coverage beyond the date it would otherwise terminate.

**F. Issuance of Certificate**

This Certificate shall be issued after you sign the application (that is then made a part of this Certificate) and we issue this Certificate.

**G. Governing Law and Severability**

This Certificate will be governed by Michigan law and any applicable federal law. If any provision of this Certificate is held to be invalid or unenforceable, the remaining provisions of this Certificate will remain in full force and effect.

**H. Notices**

Any notice required or permitted under this Certificate shall be in writing and shall be considered to have been given on the date when delivered in person; or if delivered by first-class United States mail, on the date mailed, proper postage prepaid, and properly addressed to the address in your application or to any more recent address of which the sending party has received written notice.

**I. Third Parties**

This Certificate shall not confer any rights, remedies, claims or obligations on third parties except as specifically provided in this Certificate.

**J. Waiver**

In the event a party waives any provision of this Certificate, that party will not be considered to have waived that provision at any other time or to have waived any other provision. The failure to exercise any right under this Certificate shall not operate as a waiver of such right.

**SECTION 16. Confidentiality of Health Care Records**

Your healthcare records are kept confidential by us, our agents and the providers who treat you.

You agree to permit providers to release information to Priority Health. This can include medical record and claims information related to services you may receive or have received. We agree to keep this information confidential and to require its contractors to do the same. Consistent with our Notice of Privacy Practices, information will be used and disclosed only as authorized or required by law.

It is your responsibility to cooperate with us by providing health history information and helping to obtain prior medical records at the request of Priority Health.

You may request a copy of our Notice of Privacy Practices by writing or calling our Customer Service Department at:

Priority Health  
Customer Service Department, MS1105  
1231 East Beltline, NE  
Grand Rapids, MI 49525

800.852.9780  
(TTY users should call 711)  
from 8 a.m. to 8 p.m. seven days a week

or

send us a secure online message from your member portal account at *member.priorityhealth.com*

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