Plan Certificate

Prescription Drug Rider

January 2024

HAWAIʻI MEDICAL SERVICE ASSOCIATION

Health Plan Hawaii - B
Prescription Drug Benefits Rider

I. ELIGIBILITY

This Rider provides coverage that supplements the coverage provided under the Health Plan Hawaii Guide to Benefits. Your coverage under this Rider starts and ends on the same dates as your Health Plan Hawaii Guide to Benefits coverage.

II. PROVISIONS OF THE MEDICAL PLAN APPLICABLE

All definitions, provisions, exclusions, and conditions of the Health Plan Hawaii Guide to Benefits shall apply to this Rider. Exceptions are specifically modified in this Rider.

III. ANNUAL COPAYMENT MAXIMUM

The ***Annual Copayment Maximum*** for Prescription Drugs and Supplies is the maximum copayment amounts you pay in a calendar year for Prescription Drugs and Supplies. Once you meet the copayment maximum of $3,600 per person or $4,200 per family you are no longer responsible for copayment amounts for Prescription Drugs and Supplies unless otherwise noted.

The following amounts do not apply toward meeting the copayment maximum. You are responsible for these amounts even after you have met the copayment maximum.

(1) Payments for services subject to a maximum once you reach the maximum.

(2) The difference between the actual charge and the eligible charge that you pay when you receive services from a nonparticipating provider.

(3) Payments for noncovered services.

(4) Any amounts you owe in addition to your copayment for covered services.

IV. DEFINITIONS

When used in this Rider:

(1) **"Biological products"**, or biologics, are medical products. Many products are made from a variety of natural sources (i.e., human, animal, or microorganism). It may be produced by biotechnology methods and other cutting-edge technologies. Like drugs, some biologics are intended to treat diseases and medical conditions. Other products are used to prevent or diagnose diseases. Examples may include:

- Vaccines.
- Blood and blood products for transfusion and /or manufacturing into other products.
- Allergenic extracts, which are used for both diagnosis and treatment (for example allergy shots).
- Human cells and tissues used for transplantation (for example, tendons, ligaments and bone).
- Gene therapies.
- Cellular therapies.
- Test to screen potential blood donors for infectious agents such as HIV.

(2) **"Biosimilar product"** is a biological product that is FDA-approved based on a showing that it is highly similar to an already FDA-approved reference product. It has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Only minor differences in clinically inactive components are allowable in biosimilar products.

In accordance with any applicable state and federal regulations and laws, an interchangeable biological product may be substituted for the reference product by a pharmacist without the intervention of the healthcare provider who prescribed the reference product.

(3) **"Brand Name Drug"** is a drug that is marketed under its distinctive trade name. A brand name drug is or at one time was protected by patent laws or deemed to be biosimilar by the U.S. Food and Drug Administration. A brand name drug is a recognized trade name prescription drug product, usually either the innovator product for new drugs still under patent protection or a more expensive product marketed under a brand name for multi-source drugs and noted as such in the national pharmacy database used by HMSA.

(4) **"Eligible Charge"** is the charge HMSA uses to calculate a benefit payment for a covered service or drug. It is the lesser of the following charges:

(a) The actual charge as shown on the claim, or

(b) HMSA's Allowable Fee. This includes an allowance for dispensing the drug.

HMSA negotiates the cost of covered drugs and supplies from drug manufacturers or suppliers. This may include discounts, rebates, or other cost reductions. Any discounts or rebates received by HMSA will not reduce the charges that your copayments are based on. HMSA also applies discounts and rebates to reduce prescription drug coverage rates for all prescription drug plans.

Participating Providers agree to accept the eligible charge as payment in full for covered drugs or supplies. Nonparticipating providers generally do not. Therefore, if you receive drugs or supplies from a nonparticipating provider, you are responsible for a Copayment plus the difference between the actual charge and the eligible charge.

(5) **"Generic Drug"** is a drug, supply, or insulin that is prescribed or dispensed under its commonly used generic name, rather than a brand name. Generic drugs are not protected by patent and are identified by HMSA as "generic". A generic drug shall meet any one of the following.

(a) It is identical or therapeutically equivalent to its brand counterpart in dosage form, safety, strength, route of administration and intended use.

(b) It is a non-innovator product approved by the FDA under an Abbreviated New Drug Application (an application to market a duplicate drug that has been approved by the FDA under a full New Drug Application).

(c) It is defined as a generic by Medi-Span or an equivalent nationally recognized source.

(d) It is not protected by patents(s), exclusivity, or cross-licensure.

(e) Generic drugs include all single-source and multi-source generic drugs as set forth by a nationally recognized source selected and disclosed by HMSA. Unless explicitly defined or designated by HMSA, once a drug has been deemed a generic drug, it must be considered a generic drug for purposes of benefit administration.

(6) **"HMSA Select Prescription Drug Formulary"** is a list of drugs by therapeutic category published by HMSA.

(7) **"Interchangeable biologic product"** is an FDA-approved biologic product that meets the additional standards for interchangeability to an FDA-approved reference product included in:

- The Hawaii list of equivalent generic drugs and biological products.
- The Orange Book.
- The Purple Book.
- Other published findings and approvals of the United States Food and Drug Administration.

In accordance with any applicable state and federal regulations and laws, an interchangeable biological product may be substituted for the reference product by a pharmacist without the intervention of the healthcare provider who prescribed the reference product.

(8) **"Non-Preferred Formulary Drug"** is a Brand Name Drug, supply, or insulin that is not identified as preferred on the HMSA Select Prescription Drug Formulary.

(9) **"Oral Chemotherapy Drug"** is an FDA-approved oral cancer treatment that may be delivered for self-administration under the direction or supervision of a Provider outside of a hospital, medical office, or other clinical setting.

(10) **"Over-the-Counter Drugs"** are drugs that may be purchased without a prescription.

(11) **"Participating Provider"** is a provider of services who, when rendering most services covered by this Rider to you, agrees

with HMSA to collect not more than (a) a specified amount paid by HMSA and (b) your Copayment as specified in this Rider. Participating Pharmacies are listed in Health Plan Hawaii's HMO Pharmacies Directory of Participating Pharmacies for HMO Plans.

(12) **"Preferred Formulary Drug"** is a Brand Name Drug, supply, or insulin identified as preferred on the HMSA Select Prescription Drug Formulary.

(13) **"Prescription Drug"** is a medication required by Federal law to be dispensed only with a prescription from a licensed provider. Medications that are available as both a Prescription Drug and a nonprescription drug are not covered as a Prescription Drug under this Rider.

(14) **"Reference product"** refers to the original FDA-approved biologic product that a biosimilar is based.

V. DRUG BENEFITS

Your prescription drug coverage provides benefits for drugs or supplies that are listed in this section. You will note that some of the benefits have limitations. These limitations describe additional criteria, circumstances or conditions that are necessary for a drug or supply to be a covered benefit. These limitations may also describe circumstances or conditions when a drug or supply is not a covered benefit. These limitations and benefits should be read in conjunction with Section V(5) "Exclusions", in order to identify all items excluded from coverage.

You are eligible to receive the following benefits when covered drugs and supplies are obtained with a prescription. Covered drugs and supplies must be 1) approved by the FDA, 2) prescribed by your licensed Health Center Primary Care Provider (PCP) or Authorized Provider, and 3) dispensed by a licensed pharmacy or Provider. The use of such drugs and supplies must be necessary for the diagnosis and treatment of an injury or illness.

(1) **Covered Prescription Drugs and Supplies.**

(a) Prescription Drugs (including contraceptives).

(b) Oral Chemotherapy Drugs.

(c) Insulin.

(d) The following diabetic supplies: syringes, needles, lancets, lancet devices, test strips, acetone test tablets, insulin tubing, and calibration solutions.

(e) Contraceptives – Over-the-counter (OTC) when you receive a written prescription for the OTC contraceptive.

(f) Diaphragms and Cervical Caps.

(g) Spacers and peak flow meters (limited to those listed in the HMSA Select Prescription Drug Formulary).

(h) Drugs Recommended by the U.S. Preventive Services Task Force (USPSTF).

(2) **Benefits for Covered Drugs.**

(a) **Generic Drugs.**

1. When obtained from a Participating Provider, you owe a $12 Copayment per drug to the Participating Provider. HMSA pays the Participating Provider 100% of the remaining Eligible Charge. For contraceptives, HMSA pays 100% of Eligible Charge. You owe no Copayment.

2. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 70% of the remaining Eligible Charge after deducting a $12 Copayment per drug when the claim is submitted.

(b) **Oral Chemotherapy Drugs.**

1. When obtained from a Participating Provider, HMSA pays 100% of Eligible Charge. You owe no Copayment.

2. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 100% of Eligible Charge when the claim is submitted.

(c) **Insulin.**

1. **Generic.**

a. When obtained from a Participating Provider, you owe a $12 Copayment per drug to the Participating Provider. HMSA pays the Participating Provider 100% of the remaining Eligible Charge.

b. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 70% of the remaining Eligible Charge after deducting a $12 Copayment per drug when the claim is submitted.

2. **Preferred Formulary.**

a. When obtained from a Participating Provider, you owe a $24 Copayment per drug to the Participating Provider. HMSA pays the Participating Provider 100% of the remaining Eligible Charge.

b. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 70% of the remaining Eligible Charge after deducting a $24 Copayment per drug when the claim is submitted.

3. **Other Prescription Drugs That Cost Less Than $80.**

a. When obtained from a Participating Provider, you owe a $24 Copayment per drug to the Participating Provider. HMSA pays the Participating Provider 100% of the remaining Eligible Charge.

b. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 70% of the remaining Eligible Charge after deducting a $24 Copayment per drug when the claim is submitted.

4. **Other Prescription Drugs That Cost More Than $80.**

a. When obtained from a Participating Provider, you owe 30% of Eligible Charge. HMSA pays the Participating Provider 70% of the Eligible Charge.

b. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 70% of the remaining Eligible Charge after deducting a $24 Copayment per drug when the claim is submitted.

(d) **Diabetic Supplies.**

1. **Preferred Formulary.**

a. When obtained from a Participating Provider, HMSA pays 100% of Eligible Charge. You owe no Copayment for diabetic supplies.

b. When obtained from a nonparticipating provider, you owe the entire charge for diabetic supplies. HMSA reimburses you 100% of Eligible Charge when the claim is submitted.

2. **Non-Preferred Formulary.**

a. When obtained from a Participating Provider, you owe a $24 Copayment for diabetic supplies. HMSA pays 100% of the remaining Eligible Charge.

b. When obtained from a nonparticipating provider, you owe the entire charge for diabetic supplies. HMSA reimburses you 100% of the remaining Eligible Charge after deducting a $24 Copayment when the claim is submitted.

(e) **Contraceptives – Over-the-counter (OTC).** Benefits are available when you receive a written prescription for the OTC contraceptive.

1. When obtained from a Participating Provider, HMSA pays 100% of Eligible Charge. You owe no Copayment for OTC contraceptives.

2. When obtained from a nonparticipating provider, you owe the entire charge for the OTC contraceptive. HMSA reimburses you 70% of the remaining Eligible Charge after deducting a $12 Copayment when the claim is submitted.

(f) **Diaphragms and Cervical Caps.**

1. When obtained from a Participating Provider, HMSA pays 100% of Eligible Charge. You owe no Copayment.

2. When obtained from a nonparticipating provider, you owe the entire charge for the device. HMSA reimburses you 100% of the remaining Eligible Charge after deducting a $10 Copayment per device when the claim is submitted.

(g) **Spacers and Peak Flow Meters.**

1. When obtained from a Participating Provider, HMSA pays 100% of Eligible Charge. You owe no Copayment for spacers and peak flow meters.

2. When obtained from a nonparticipating provider, you owe the entire charge for spacers and peak flow meters. HMSA reimburses you 100% of Eligible Charge when the claim is submitted.

(h) **Drugs Recommended by the U.S. Preventive Services Task Force (USPSTF).** Contact HMSA for a list of drugs recommended by the USPSTF. Examples of drugs recommended include, but are not limited to aspirin and folic acid.

1. When obtained from a Participating Provider, HMSA pays 100% of Eligible Charge. You owe no copayment.

2. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 80% of the Eligible Charge when the claim is submitted.

(i) **All Other Covered Drugs.**

1. **Preferred Formulary.**

a. When obtained from a Participating Provider, you owe a $24 Copayment per drug to the Participating Provider. HMSA pays the Participating Provider 100% of the remaining Eligible Charge.

b. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 70% of the remaining Eligible Charges after deducting a $24 Copayment per drug when the claim is submitted.

2. **Other Prescription Drugs That Cost Less Than $80.**

a. When obtained from a Participating Provider, you owe a $24 Copayment per drug to the Participating Provider. HMSA pays the Participating Provider 100% of the remaining Eligible Charge.

b. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 70% of the remaining Eligible Charge after deducting a $24 Copayment per drug when the claim is submitted.

3. **Other Prescription Drugs That Cost More Than $80.**

a. When obtained from a Participating Provider, you owe 30% of Eligible Charge. HMSA pays the Participating Provider 70% of the Eligible Charge.

b. When obtained from a nonparticipating provider, you owe the entire charge for the drug. HMSA reimburses you 70% of the remaining Eligible Charge after deducting a $24 Copayment per drug when the claim is submitted.

(j) The Copayment amounts shown in Sections (2)(a) through (2)(i) above are for a maximum 30-day supply or fraction thereof. As used in this Rider, a 30-day supply means a supply that will last you for a period consisting of 30 consecutive days. For example, if the prescribed drug must be taken by you only on the last five days of a one-month period, a 30-day supply would be the amount of the drug that you must take during those five days. If you get more than a 30-day supply under one prescription:

1. You must pay an additional Copayment for each 30-day supply or fraction thereof, and

2. The pharmacy will fill the prescription in the quantity specified by your Provider up to a 12-month supply for contraceptives. For all other drugs or supplies the maximum benefit payment is limited to two more 30-day supplies or fractions thereof.

(k) **Non-Preferred Formulary Drug Copayment Exceptions**. You may qualify to purchase Non-Preferred Formulary drugs at the lower Preferred Formulary copayment if you have a chronic condition that lasts at least three months, and:

1. have tried and failed treatment with at least two lower tier formulary alternative (or one drug in a lower tier if only one alternative is available) within the same or similar class of drug, or

2. all other comparable Generic or Preferred Formulary drugs are contraindicated based on your diagnosis, other medical conditions, or other medication therapy.

When prescription drugs become available as therapeutically equivalent over-the-counter drugs, they must have also been tried and failed before a Non-Preferred Formulary Drug Copayment Exception is approved. You have failed treatment if you meet 1, 2, or 3 below.

1. Symptoms or signs are not resolved after completion of treatment with the Generic or Preferred Formulary drugs at recommended therapeutic dose and duration. If there is no recommended therapeutic time, you must have had a meaningful trial and sub-therapeutic response.

2. You experienced a recognized and repeated adverse reaction that is clearly associated with taking the comparable Generic or Preferred Formulary drugs. Adverse reactions may include but are not limited to vomiting, severe nausea, headaches, abdominal cramping or diarrhea.

3. You are allergic to the comparable Generic or Preferred Formulary drugs. An allergic reaction is a state of hypersensitivity caused by exposure to an antigen resulting in harmful immunologic reactions on subsequent exposures. Symptoms may include but are not limited to skin rash, anaphylaxis or immediate hypersensitivity reaction.

This benefit requires precertification. You or your Provider must provide legible medical records that substantiate the requirements of this section in accord with HMSA's policies and to HMSA's satisfaction.

This exception is not applicable to diabetic supplies, controlled substances, off label uses, Non-Preferred Formulary medications if there is an FDA approved A rated generic equivalent, or if HMSA has a drug specific policy which has criteria different from the criteria in this section. You can call HMSA Customer Service to find out if HMSA has a drug policy specific to the drug prescribed for you.

(3) **Limitations on Covered Drugs.**

(a) **Limitations on Prescription Drugs.**

1. Products not approved by the U.S. Food and Drug Administration (FDA) are not covered, except those designated as covered in HMSA's Select Prescription Drug Formulary (for example Phenobarbital).

2. Compound preparations are covered if they contain at least one Prescription Drug that is not a vitamin or mineral. Subject to a and b below:

a. Compound drugs that are available as similar commercially available prescription drug products are not covered.

b. Compound drugs made with bulk chemicals are not covered.

c. Non-FDA approved drugs are not covered.

3. Coverage of vitamins and minerals that are Prescription Drugs is limited to:

a. The treatment of an illness that in the absence of such vitamins and minerals could result in a serious threat to your life. For example, folic acid used to treat cancer.

b. Sodium fluoride, if dispensed as a single drug (for example, without any additional drugs such as vitamins) to prevent tooth decay.

(b) **Drug Benefit Management.** HMSA has arranged with Participating Providers to assist in managing the use of certain drugs. This includes drugs listed in the HMSA Select Prescription Drug Formulary.

1. HMSA has identified certain kinds of drugs in the HMSA Select Prescription Drug Formulary that require the preauthorization of HMSA. The criteria for preauthorization are that:

a. the drug is being used as part of a treatment plan,

b. there are no equally effective drug substitutes, and

c. the drug meets Payment Determination and other criteria established by HMSA.

A list of these drugs in the HMSA Select Prescription Drug Formulary has been distributed to all Participating Providers.

2. Participating Providers may prescribe up to a 30-day supply for first time prescriptions of maintenance drugs and contraceptives. For subsequent refills, the Participating Provider may prescribe up to a 12-month supply for contraceptives and a maximum 90-day supply for all other drugs or supplies after confirming that:

a. you have tolerated the drug without adverse side effects that may cause you to discontinue using the drug, and

b. your Provider has determined that the drug is effective.

(c) **Smoking Cessation Drugs.** Coverage of smoking cessation drugs is limited to 180 days of treatment per calendar year.

(d) This Rider requires the substitution of Generic Drugs listed on the FDA Approved Drug Products with Therapeutic Equivalence Evaluations for a Brand Name Drug. Exceptions will be made when a Provider directs that substitution is not permissible. If you choose not to use the generic equivalent, HMSA will pay only the amount that would have been paid for the generic equivalent. This provision regarding reduced benefits shall apply even if the particular generic equivalent was out-of-stock or was not available at the pharmacy. You may seek other Participating Providers when purchasing a generic equivalent in cases when the particular generic equivalent is out-of-stock or not available at that pharmacy.

(e) Except for certain drugs managed under Drug Benefit Management, refills are available if indicated on your original prescription. The refill prescription must be purchased only after two-thirds of your prescription has already been used. For example, for coverage under this Rider, if the previous supply was a 30-day supply, you may refill the prescription on the 21st day, but not earlier. At the discretion of your pharmacist, you may refill your prescriptions for maintenance drugs earlier if you need to synchronize such prescriptions to pick them up at the same time. Your copayment for each prescription may be adjusted accordingly.

Please Note: Certain limitations or restrictions apply. Please see our Medication Synchronization policy at www.hmsa.com.

(f) There shall be no duplication or coordination between benefits of this drug plan and any other similar benefit of your HMSA medical plan.

(4) **HMSA's 90-Day at Retail Network and Mail Order Prescription Drug Program.**

(a) HMSA has contracted with selected providers to make prescription maintenance medications available for pickup or by mail.

1. You owe the contracted provider a $24 Copayment per Generic drug and a $48 Copayment per Preferred Formulary drug. HMSA pays 100% of the remaining charges. For contraceptives (Generic), HMSA pays 100% of Eligible Charge. You owe no Copayment.

2. Non-Preferred Formulary Drugs. You owe the contracted provider a $48 Copayment per drug when the cost of the drug is less than $160. For Non-Preferred Formulary Drugs that cost more than $160, you owe the contracted provider 30% of the eligible charge. HMSA pays 100% of the remaining charges.

3. Oral Chemotherapy Drugs. You owe the contracted provider no Copayment for oral chemotherapy drugs. HMSA pays 100% of the charges.

4. Insulin. You owe the contracted provider a $24 Copayment per Generic drug, a $48 Copayment per Preferred Formulary drug and a $48 Copayment per Non-Preferred Formulary drugs that cost less than $160. For Non-Preferred Formulary Drugs that cost more than $160, you owe the contracted provider 30% of the eligible charge. HMSA pays 100% of the remaining charges.

5. Diabetic Supplies. You owe the contracted provider no Copayment for Preferred Formulary diabetic supplies and $48 Copayment per Non-Preferred Formulary diabetic supplies. HMSA pays 100% of the remaining charges.

6. Contraceptives – Over-the-counter (OTC). Benefits are available when you receive a written prescription for the OTC contraceptive. You owe the contracted provider no Copayment for OTC contraceptives. HMSA pays 100% of the charges.

7. Spacers and Peak Flow Meters. You owe the contracted provider no Copayment for spacers and peak flow meters. HMSA pays 100% of the charges.

8. USPSTF Recommended Drugs. You owe the contracted provider no Copayment for USPSTF recommended drugs. HMSA pays 100% of the charges.

(b) **HMSA's 90-Day at Retail Network and Mail Order Prescription Drug Program Limitations.**

1. Prescription Drugs are available only from contracted providers. Contact HMSA to get a list of providers. If you receive prescription maintenance drugs from a provider that does not contract with HMSA, no benefits will be paid.

2. Prescription Drugs are limited to prescribed maintenance medications taken on a regular or long-term basis.

3. The contracted provider will fill the prescription in the quantity specified by the Provider up to a 12-month supply for contraceptives. For all other drugs or supplies, copayment amounts are for a maximum 90-day supply or fraction thereof. A 90-day supply is a supply that will last for 90 consecutive days or a fraction thereof. These are examples on how your copayments are calculated:

a. You are prescribed a drug in pill form that must be taken only on the last five days of each month. A 90-day supply would be fifteen pills, the number of pills you must take during a three-month period. You owe the 90-day copayment even though the supply dispensed is fifteen pills.

b. You are prescribed a 30-day supply with two refills. The contracted pharmacy will fill the prescription in the quantity specified by the Provider, in this case 30 days, and will not send you a 90-day supply. You owe the 30-day copayment.

c. You are prescribed a 30-day supply of a drug that is packaged in less than 30-day quantity, for example, a 28-day supply. The pharmacy will fill the prescription by providing a 28-day supply. You owe the 30-day copayment. If you are prescribed a 90-day supply, the pharmacy would fill the prescription by giving you three packages each containing a 28-day supply of the drug. You would owe a 90-day copayment for the 84-day supply.

4. Unless the prescribing Provider requires the use of a Brand Name Drug, your prescription will be filled with the generic equivalent when available and permissible by law. If a Brand Name Drug is required, it must be clearly indicated on the prescription.

5. Refills are available if indicated on your original prescription. The refill prescription must be purchased only after two-thirds of your prescription has already been used.

(5) **Exclusions.** Any drug or supply not specifically listed as an exclusion in this section or as a limitation exclusion in Section V "Drug Benefits" will not be covered unless it is described in Section V, and meets all of the criteria, circumstances or conditions described, and it meets all of the criteria described in HMSA's Guide to Benefits in Chapter 1: Important Information under" Questions We Ask When You Receive Care". If a drug or supply does not meet the criteria described in Section V, then it should be considered an exclusion or drug or supply that is not covered. This chapter should be read in conjunction with Section V in order to identify all items that are excluded from coverage.

Except as otherwise stated in this Rider or as designated as covered in the HMSA Select Prescription Drug Formulary, no payment will be made for:

(a) Prescription Drugs and supplies prescribed by other than a Health Center PCP or Authorized Provider.

(b) Products not approved by the U.S. Food and Drug Administration (FDA).

(c) Agents used in skin tests to determine allergic sensitivity.

(d) Appliances and other nondrug items.

(e) Benefits under this rider when it is determined under coordination of benefit rules described below, that HMSA is secondary.

(f) Convenience packaged drugs, including kits.

(g) Drugs dispensed to a registered bed patient.

(h) Drugs from foreign countries.

(i) Drugs to treat sexual dysfunction, except suppositories listed in the HMSA Select Prescription Drug Formulary and used to treat sexual dysfunction due to an organic cause as defined by HMSA.

(j) Immunization agents.

(k) Injectable drugs.

(l) Lifestyle drugs and pharmaceutical products that improve a way or style of living rather than alleviating a disease. Lifestyle drugs that are not covered include, but are not limited to: creams used to prevent skin aging and drugs to enhance athletic performance.

(m) Medical foods.

(n) Over-the-counter drugs that may be purchased without a prescription.

(o) Replacements for lost, stolen, damaged, or destroyed drugs and supplies.

(p) Unit dose drugs.

(6) **What Coordination of Benefits Means.**

(a) Coverage that Provides Same or Similar Coverage. You may have other benefit coverage that provides benefits that are the same or similar to this plan.

When this plan is primary, its benefits are determined before those of any other plan and without considering any other plan's benefits. When this plan is secondary, no benefits will be payable under this plan.

(b) What You Should Do. When you receive services, let HMSA know if there is other coverage. Other coverage includes:

1. group insurance.
2. other group benefit plans.
3. nongroup insurance.
4. Medicare or other governmental benefits.
5. the medical benefits coverage in automobile insurance (whether issued on a fault or no fault basis).

You should also let HMSA know if the other coverage ends or changes. You will receive a letter from HMSA if additional information is needed. To ensure proper payment, you should:

1. inform your provider by giving him or her information about the other coverage at the time services are rendered, and

2. indicate the other coverage when filling out a claim form by completing the appropriate boxes on the form.

(c) What HMSA Will Do. Once HMSA has the information about the other coverage, we will determine which coverage should pay first. If it is determined that this coverage does not pay first, no benefits under this Certificate will be paid. There are certain rules HMSA follows to help determine which plan pays

first when there is other insurance or coverage that provides the same or similar benefits as this plan.

(7) **General Coordination Rules.**

This section lists four common coordination rules. The complete text of HMSA's coordination of benefits rules is available upon request.

(a) No Coordination Rules. The coverage without coordination of benefits rules pays first.

(b) Member Coverage. Your coverage as an employee pays before your coverage as a spouse or dependent child.

(c) Active Employee Coverage. Your coverage as the result of active employment pays before your coverage as a retiree or under which you are not actively employed.

(d) Earliest Effective Date. When none of the general coordination rules apply (including those not described above), the plan with the earliest continuous effective date pays first.

(8) **Dependent Children Coordination Rules.**

(a) Birthday Rule. For a child who is covered by both parents who are not separated or divorced and have joint custody, the coverage of the parent whose birthday occurs first in a calendar year pays first.

(b) Court Decree Stipulates. For a child who is covered by separated or divorced parents and a court decree says which parent has health/dental insurance responsibility, that parent's coverage pays first.

(c) Court Decree Does Not Stipulate. For a child who is covered by separated or divorced parents and a court decree does not stipulate which parent has health/dental insurance responsibility, then the coverage of the parent with custody pays first. The payment order for this dependent child is as follows:

1. custodial parent.
2. spouse of custodial parent.
3. non-custodial parent.
4. spouse of non-custodial parent.

(d) Earliest Effective Date. If none of these rules apply, the parent's coverage with the earliest continuous effective date pays first.

Serving you

Meet with knowledgeable, experienced health plan advisers. We'll answer questions about your health plan, give you general health and well-being information, and more. Hours of operation may change. Please go to **hmsa.com/contact** before your visit.

HMSA Center in Honolulu

818 Keeaumoku St.
Monday–Friday, 8 a.m.–5 p.m. | Saturday, 9 a.m.–2 p.m.

HMSA Center in Pearl City

Pearl City Gateway | 1132 Kuala St., Suite 400
Monday–Friday, 9 a.m.–6 p.m. | Saturday, 9 a.m.–2 p.m.

HMSA Center in Hilo

Waiakea Center | 303A E. Makaala St.
Monday–Friday, 9 a.m.–6 p.m. | Saturday, 9 a.m.–2 p.m.

HMSA Center in Kahului

Puunene Shopping Center | 70 Hookele St.
Monday–Friday, 9 a.m.–6 p.m. | Saturday, 9 a.m.–2 p.m.

HMSA Center in Lihue

Kuhio Medical Center | 3-3295 Kuhio Highway, Suite 202
Monday–Friday, 8 a.m.–4 p.m

Contact HMSA. We're here with you.

Call (808) 948-6372 or 1 (800) 776-4672.

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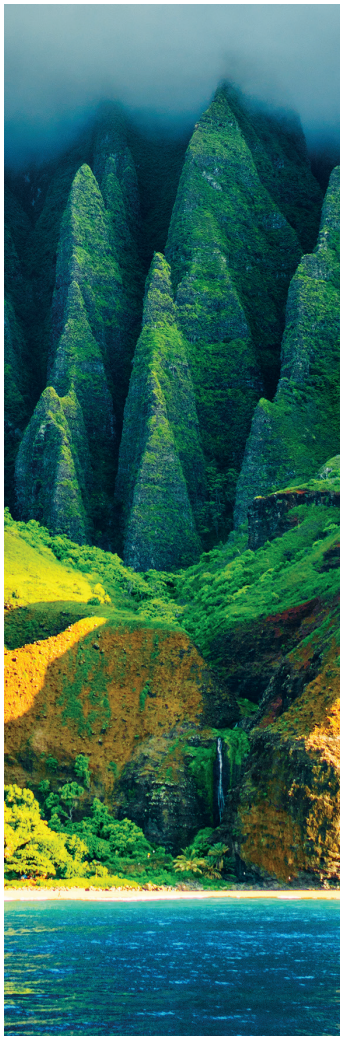

Together, we improve the lives of our members and the health of Hawaii.
Caring for our families, friends, and neighbors is our privilege.

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