

**Notice of Amendment to the Summary  
Plan Description**

**Choice Plus Plans A & B**

**for**

**Elon University**

Group Number: 704685

Effective Date: January 1, 2009 and April 1, 2009

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# Notice of Amendment to the Summary Plan Description

**(Attach this Notice to your Health Benefits Plan Booklet)**

This Notice of Amendment is part of the Summary Plan Description issued by the Plan Sponsor. If the provisions of this Notice of Amendment and the Summary Plan Description do not agree, the provisions of this Notice of Amendment apply.

**For:** All Participants

The Summary Plan Description is amended on January 1, 2009 and April 1, 2009 as noted below.

All sections of the Summary Plan Description noted below are replaced with the following:

## Section 1: What's Covered--Benefits

### Benefit Information – Choice Plus Plan A

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount <small>% Copayments are based on a percent of Eligible Expenses</small>	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
<h3>19. Rehabilitation Services - Outpatient Therapy</h3> <p>Short-term outpatient rehabilitation services for:</p> <ul style="list-style-type: none"> <li>Physical therapy.</li> <li>Occupational therapy.</li> <li>Speech therapy.</li> <li>Pulmonary rehabilitation therapy.</li> <li>Cardiac rehabilitation therapy.</li> </ul> <p>Rehabilitation services must be performed by a licensed therapy provider, under the direction of a Physician.</p> <p>Benefits are available only for rehabilitation services that are expected to result in significant physical improvement in your condition within two months of the start of treatment.</p> <p>Please note that we will pay Benefits for speech therapy only when the speech impediment or speech dysfunction results from Injury, illness, stroke, autism or a Congenital Anomaly.</p>	<p><u>Network</u> No</p>	<p>30%</p>	<p>Yes</p>	<p>Yes</p>
	<p><u>Non-Network</u> No</p>	<p>30%</p>	<p>Yes</p>	<p>Yes</p>

## Section 1: What's Covered--Benefits

### Benefit Information – Choice Plus Plan B

Description of Covered Health Service	Must You Notify the Claims Administrator?	Your Copayment Amount <small>% Copayments are based on a percent of Eligible Expenses</small>	Does Copayment Help Meet Out-of-Pocket Maximum?	Do You Need to Meet Annual Deductible?
<h3>19. Rehabilitation Services - Outpatient Therapy</h3> <p>Short-term outpatient rehabilitation services for:</p> <ul style="list-style-type: none"> <li>Physical therapy.</li> <li>Occupational therapy.</li> <li>Speech therapy.</li> <li>Pulmonary rehabilitation therapy.</li> <li>Cardiac rehabilitation therapy.</li> </ul> <p>Rehabilitation services must be performed by a licensed therapy provider, under the direction of a Physician.</p> <p>Benefits are available only for rehabilitation services that are expected to result in significant physical improvement in your condition within two months of the start of treatment.</p> <p>Please note that we will pay Benefits for speech therapy only when the speech impediment or speech dysfunction results from Injury, illness, stroke, autism or a Congenital Anomaly.</p>	<p><u>Network</u> No</p>	<p>20%</p>	<p>Yes</p>	<p>Yes</p>
	<p><u>Non-Network</u> No</p>	<p>20%</p>	<p>Yes</p>	<p>Yes</p>

## Section 2: What's Not Covered--Exclusions

### P. All Other Exclusions

1. Health services and supplies that do not meet the definition of a Covered Health Service - see the definition in (Section 10: Glossary of Defined Terms).
2. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments that are otherwise covered under the Plan when:
  - Required solely for purposes of career, education, sports or camp, travel, employment, insurance, marriage or adoption.
  - Related to judicial or administrative proceedings or orders.
  - Conducted for purposes of medical research.
  - Required to obtain or maintain a license of any type.
3. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country.
4. Health services received after the date your coverage under the Plan ends, including health services for medical conditions arising before the date your coverage under the Plan ends.
5. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan.
6. In the event that a non-Network provider waives Copayments and/or the Annual Deductible for a particular health service, no Benefits are provided for the health service for which the Copayments and/or Annual Deductible are waived.
7. Charges in excess of Eligible Expenses or in excess of any specified limitation.
8. Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), when the services are considered to be medical or dental in nature.
9. Upper and lower jawbone surgery except as required for direct treatment of acute traumatic Injury or cancer. Orthognathic surgery, jaw alignment and treatment for the temporomandibular joint, except as a treatment of obstructive sleep apnea.
10. Surgical and non-surgical treatment of obesity, including morbid obesity.
11. Growth hormone therapy.
12. Sex transformation operations.
13. Custodial Care.

14. Domiciliary care.
15. Private duty nursing.
16. Respite care.
17. Rest cures.
18. Psychosurgery.
19. Treatment of benign gynecomastia (abnormal breast enlargement in males).
20. Medical and surgical treatment of excessive sweating (hyperhidrosis).
21. Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea.
22. Oral appliances for snoring.
23. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, illness, stroke, autism or a Congenital Anomaly.
24. Any charges for missed appointments, room or facility reservations, completion of claim forms or record processing.
25. Any charges higher than the actual charge. The actual charge is defined as the provider's lowest routine charge for the service, supply or equipment.
26. Any charge for services, supplies or equipment advertised by the provider as free.
27. Any charges by a provider sanctioned under a federal program for reason of fraud, abuse or medical competency.
28. Any charges prohibited by federal anti-kickback or self-referral statutes.
29. Any additional charges submitted after payment has been made and your account balance is zero.
30. Any outpatient facility charge in excess of payable amounts under Medicare.
31. Any charges by a resident in a teaching hospital where a faculty Physician did not supervise services.

## Section 4: When Coverage Begins

### When to Enroll and When Coverage Begins

When to Enroll	Who Can Enroll	Begin Date
<p><b>Special Enrollment Period</b></p> <p>An Eligible Person and/or Dependent may also be able to enroll during a special enrollment period. A special enrollment period is not available to an Eligible Person and his or her Dependents if coverage under the prior plan was terminated for cause, or because premiums were not paid on a timely basis.</p> <p>An Eligible Person and/or Dependent does not need to elect COBRA continuation coverage to preserve special enrollment rights. Special enrollment is available to an Eligible Person and/or Dependent even if COBRA is elected.</p>	<p>A special enrollment period applies to an Eligible Person and any Dependents when one of the following events occurs:</p> <ul style="list-style-type: none"><li>• Birth.</li><li>• Legal adoption.</li><li>• Placement for adoption.</li><li>• Marriage.</li></ul> <p>A special enrollment period applies for an Eligible Person and/or Dependent who did not enroll during the Initial Enrollment Period or Open Enrollment Period if the following are true:</p> <ul style="list-style-type: none"><li>• The Eligible Person and/or Dependent had existing health coverage under another plan at the time they had an opportunity to enroll during the Initial Enrollment Period or Open Enrollment Period; and</li><li>• Coverage under the prior plan ended because of any of the following:<ul style="list-style-type: none"><li>— Loss of eligibility (including, without limitation, legal separation, divorce or death).</li><li>— The employer stopped paying the contributions. This is true even if the Eligible Person and/or Dependent</li></ul></li></ul>	<p><b>Event Takes Place</b> (for example, a birth or marriage). Coverage begins on the date of the event if the Plan Administrator receives the completed enrollment form and any required contribution within 31 days of the event.</p> <p><b>Missed Initial Enrollment Period or Open Enrollment Period. Unless otherwise noted under the “Who Can Enroll” column,</b> coverage begins on the day immediately following the day coverage under the prior plan ends if the Plan Administrator receives the completed enrollment form and any required contribution within 31 days of the date coverage under the prior plan ended.</p>

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continues to receive coverage under the prior plan and to pay the amounts previously paid by the employer.

- In the case of COBRA continuation coverage, the coverage ended.
- The Eligible Person and/or Dependent no longer lives or works in an HMO service area if no other benefit option is available.
- The Plan no longer offers benefits to a class of individuals that include the Eligible Person and/or Dependent.
- An Eligible Person and/or Dependent incurs a claim that would exceed a lifetime limit on all benefits.
- Effective **April 1, 2009**, a special enrollment period applies if either of the following occur and you notify the Plan Administrator within 60 days of the event:
  - Termination of your or your Dependent's Medicaid or Children's Health Insurance Program (CHIP) coverage as a result of loss of eligibility.
  - You or your Dependent become eligible for a premium assistance subsidy under Medicaid or CHIP.

The terms of the Plan in effect on the date shown above are amended as shown on the pages that follow. These pages form a part of the Notice of Amendment.

This Notice of Amendment will not affect any of the terms, provisions, or conditions of the Summary Plan Description except as stated above.

**ELON UNIVERSITY**