



**AMBETTER FROM SUPERIOR
HEALTHPLANWRITTEN DESCRIPTION
OF COVERAGE**

**PROVIDED BY CELTIC INSURANCE FOR AMBETTER FROM SUPERIOR
HEALTHPLAN**

(Hereafter referred to as “Ambetter from Superior HealthPlan”)

READ YOUR POLICY CAREFULLY. This written plan description provides a very brief description of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. It is, therefore, important that you READ YOUR POLICY CAREFULLY.

The entity providing this coverage to you is an insurance company, Celtic Insurance Company. Your health insurance policy only provides benefits for services received from preferred *providers*, except as otherwise noted in the *contract* and written description or as otherwise required by law.

An *exclusive provider network* is a group of preferred *physicians* and health care *providers* available to you under an *exclusive provider benefit plan* and directly or indirectly contracted with us to provide medical or health care services to you and all individuals insured under the plan.

For additional information please write or call:

**Ambetter from Superior
HealthPlan 5900 E. Ben White
Blvd.
Austin, TX 78741
1-877-687-1196**

Network provider, or preferred provider, is the collective group of *physicians* and health care *providers* available to you under this *exclusive provider benefit plan* and directly or indirectly contracted to provide medical or health care services to you. *Non-Network, or non-preferred provider*, is a *physician* or health care *provider*, or an organization of *physicians* or health care *providers*, that does not have a contract with Ambetter from Superior HealthPlan to provide medical care or health care on a preferred benefit basis to you through this health insurance policy. Services received from a *non-network provider* are not covered, except as specifically stated in this policy.

Covered Services and Benefits

The Ambetter from Superior HealthPlan Schedule of Benefits and plan brochures for all plan options can be found at the links below. These documents will explain all covered services and benefits, including payment for services of a *participating provider* and *non-participating provider*, and *prescription drug* coverage, both generic and name brand after the *deductible* has been met.

The Schedule of Benefits will also provide an explanation of your financial responsibility for payment for any premiums, *deductibles*, *copayments*, *coinsurance* or other out-of-pocket expenses for non-covered or non-preferred services. Please note that we will pay the negotiated fee or usual and customary rate to *non-preferred* or *non-network providers*, as explained under the “*eligible service expense*” definition found in your *contract*.

[Bronze/Essential Care Plans](#)

[Silver/ Balanced Care Plans](#)

[Gold/Secure Care Plans](#)

Emergency Care Service and Benefits

Your health insurance policy provides coverage for medical emergencies wherever they occur. In an emergency, always call 911 or go to the nearest *hospital* emergency room (ER).

Anything that could endanger your life (or your unborn child's life, if you're pregnant) without immediate medical attention is considered an emergency situation. Examples of medical emergencies are unusual or excessive bleeding, broken bones, acute abdominal or chest pain, unconsciousness, convulsions, difficult breathing, suspected heart attack, sudden persistent pain, severe or multiple injuries or burns, and poisonings.

If reasonably possible, you should contact the *network provider* or behavioral health practitioner before going to the *hospital* emergency room/treatment room. He/she can help you determine if you need *emergency care* or treatment for an accidental *injury* and recommend that care. If you cannot reach your *provider* and you believe the care you need is an emergency, you should go to the nearest emergency *facility*, whether or not the *facility* is a *preferred/network provider*.

If admitted for the emergency condition immediately following the visit, *prior authorization* of the *inpatient hospital* admission will be required, and *inpatient hospital* expenses will apply. All treatment received during the first 48 hours following the onset of a medical emergency will be eligible for *network* benefits. After 48 hours, *network* benefits will be available only if you use *preferred/network providers*. If after the first 48 hours of treatment following the onset of a medical emergency, and if you can safely be transferred to the care of a *preferred/network provider* but are treated by a *non-network provider*, only out-of-network benefits will be available.

Your policy also covers after-hours care. Sometimes you need medical help for non-life threatening conditions when your *PCP's* office is closed. If this happens, you have options. You can call our 24/7 Nurse Advice Line at 1-877-687-1196. A registered nurse is always available and ready to answer your health questions. You can get medical advice, a diagnosis or a prescription by phone or video by using our Telehealth services 24/7. Visit our website for details. You can also go to an *urgent care center*. An *urgent care center* provides fast, hands-on care for *illnesses* or *injuries* that aren't life threatening but still need to be treated within 24 hours. Typically, you will go to an urgent care if your *PCP* cannot get you in for a visit right away. Common urgent care issues include sprains, ear infections, high fevers and flu symptoms or vomiting.

Out-of-Area Service and Benefits

When outside of the *service area*, routine or maintenance care is not covered. However, your health insurance policy covers emergency care out of the *service area*, subject to *deductibles*, *coinsurance* and maximum out of pockets, as listed in the Covered Healthcare Services and Supplies section of your *contract*. A definition of the Ambetter from Superior HealthPlan *service area* is defined within this document.

Insured's Financial Responsibility

The following are the features of your insurance policy with Ambetter from Superior HealthPlan that require you to assume financial responsibility for payment of premiums, *deductibles*, *coinsurance* or any other out-of-pocket expenses for non-covered services. You will be fully responsible for payment for any services that are not *covered service expenses* or are obtained out-of-network, with the exception of emergency services or *prior authorized* out-of-network services including access to *non-preferred providers* when a *preferred provider* is not reasonably available to you.

Premium Payment

PREMIUMS ARE SUBJECT TO CHANGE AT POLICY RENEWAL. Renewal premiums for this policy will increase periodically depending upon your age and policy year.

Each premium is to be paid to us on or before its due date. The initial premium must be paid prior to the coverage *effective date*, although an extension may be provided during the annual Open Enrollment period.

Grace Period

When an *enrollee* is receiving a premium subsidy:

Grace Period: A grace period of three months will be granted for the payment of each premium due after the first premium. During the grace period, the *contract* continues in force.

If full payment of premium is not received within the grace period, coverage will be terminated as of the last day of the first month during the grace period, if *advanced premium tax credits* are received.

We will continue to pay all appropriate claims for *covered services* rendered to the *enrollee* during the first and second month of the grace period, and may pend claims for *covered services* rendered to the *enrollee* in the third month of the grace period. We will notify Health and Human Services (HHS) of the non-payment of premiums, the *enrollee*, as well as *providers* of the possibility of denied claims when the *enrollee* is in the third month of the grace period. We will continue to collect *advanced premium tax credits* on behalf of the *enrollee* from the Department of the Treasury, and will return the *advanced premium tax credits* on behalf of the *enrollee* for the second and third month of the grace period if the *enrollee* exhausts their grace period as described above. An *enrollee* is not eligible to re-enroll once terminated, unless an *enrollee* has a special enrollment circumstance, such as a marriage or birth in the family or during annual open enrollment periods

When an *enrollee* is not receiving a premium subsidy:

Grace Period: A grace period of 30 calendar days will be granted for the payment of each premium due after the first premium. During the grace period, the *contract* continues in force.

Premium payments are due in advance, on a calendar month basis. Monthly payments are due on or before the first calendar day of each month for coverage effective during such month. There is a 30 calendar day grace period. This

provision means that if any required premium is not paid on or before the date it is due, it may be paid during the grace period. During the grace period, the *contract* will stay in force; however, claims may pend for *covered services* rendered to the *enrollee* during the grace period. We will notify the *enrollee*, as well as *providers* of the possibility of denied claims when the *enrollee* is in the grace period.

Deductibles

In addition to your premium, your health insurance policy requires you to pay the amount of the *deductible* from one of the available plan options for each covered person for each calendar year.

The benefits of the plan will be available after satisfaction of the applicable *deductibles* as shown on your *Schedule of Benefits*. The *deductibles* are explained as follows:

Calendar Year *Deductible*: The individual *deductible amount* shown under “Deductibles” on your *Schedule of Benefits* must be satisfied by each participant under your coverage each calendar year.

This *deductible*, unless otherwise indicated, will be applied to all categories of *eligible service expenses* before benefits are available under this *contract*.

The following are exceptions to the *deductibles* described above:

1. If you have several covered dependents, all charges used to apply toward an “individual” *deductible amount* will be applied toward the “family” *deductible amount* shown on your *Schedule of Benefits*.
2. When that family *deductible amount* is reached, no further individual *deductibles* will have to be satisfied for the remainder of that calendar year. No *enrollee* will contribute more than the individual *deductible amounts* to the “family” *deductible amount*.

The *deductible amount* does not include any *copayment amount*.

After the *deductible* is satisfied, regular policy benefits will pay for covered expenses at the *coinsurance* percentage level for covered *inpatient* and outpatient expenses each calendar year. Your health insurance policy payments may be limited by policy exclusions and limitations. You will be responsible for any charge that is left unpaid after Ambetter from Superior HealthPlan has paid up to its policy limits and obligations.

Coinsurance Stop-Loss Amount

Most of your *eligible service expense* payment obligations, including *copayment amounts*, are considered *coinsurance amounts* and are applied to the *coinsurance* stop-loss amount maximum.

Your *coinsurance* stop-loss amount will **not** include:

1. Services, supplies, or charges limited or excluded by the *contract*;
2. Expenses not covered because a benefit maximum has been reached;

3. Any *eligible expenses* paid by the primary plan when Ambetter from Superior HealthPlan is the secondary plan for purposes of coordination of benefits;
4. Any *deductibles*;
5. Penalties applied for failure to receive *authorization*;
6. Any *copayment amounts* paid under the Pharmacy Benefits; or
7. Any remaining unpaid Medical/ Surgical Expense in excess of the benefits provided for covered drugs.

Individual Coinsurance Stop-Loss Amount

When the *coinsurance* amount for the in-network or out-of-network benefits level for an *enrollee* in a calendar year equals the “individual” “*coinsurance* stop-loss amount” shown on your *Schedule of Benefits* for that level, the benefit percentages automatically increase to 100 percent for purposes of determining the benefits available for additional *eligible service expenses* incurred by that *enrollee* for the remainder of that calendar year for that level.

Family Coinsurance Stop-Loss Amount

When the *coinsurance* amount for the in-network or non-network benefits level for all *enrollees* under your coverage in a calendar year equals the “family” “*coinsurance* stop-loss amount” shown on your *Schedule of Benefits* for that level, the benefit percentages automatically increase to 100% for purposes of determining the benefits available for additional *eligible service expenses* incurred by all family *enrollees* for the remainder of that calendar year for that level. No *enrollee* will be required to contribute more than the individual *coinsurance* amount to the family *coinsurance* stop-loss amount.

Coinsurance Percentage

We will pay the applicable *coinsurance* in excess of the applicable *deductible amount(s)* and *copayment amount(s)* for a service or supply that:

1. Qualifies as a *covered service expense* under one or more benefit provisions; and
2. Is received while the *enrollee's* plan is in force under the *contract* if the charge for the service or supply qualifies as an *eligible service*.

When the annual maximum out-of-pocket has been met, additional *covered service expenses* will be provided or payable at 100 percent of the allowable expense.

The amount provided or payable will be subject to:

1. Any specific benefit limits stated in the *contract*;
2. A determination of *eligible service expenses*.
3. Any reduction for expenses incurred at a non-network provider

Please refer to the applicable *deductible amount(s)*, *coinsurance*, and *copayment amounts* are shown on your *Schedule of Benefits*.

Changing the Deductible

You may increase the *deductible* to an amount currently available only if enrolled through a special enrollment period. A request for an increase in the *deductible* between the first and 15th day of the month will become effective on the first day of the following month. Requests between the 16th and last day of the month will become effective on the first day of the second following month. Your premium will then be adjusted to reflect this change.

Coverage Under Other Contract Provisions

Charges for services and supplies that qualify as *covered service expenses* under one benefit provision will not qualify as *covered service expenses* under any other benefit provision of this *contract*.

Health Insurance Policy Limitations and Exclusions

No benefits will be provided or paid for:

1. Any service or supply that would be provided without cost to the *enrollee* or *enrollee* in the absence of insurance covering the charge.
2. Expenses, fees, taxes, or surcharges imposed on the *enrollee* or *enrollee* by a *provider* (including a *hospital*) but that are actually the responsibility of the *provider* to pay.
3. Any services performed by a member of the *enrollee's immediate family*, including someone who is related to an *enrollee* by blood, marriage or adoption or who is normally a member of the *enrollee's* household.
4. Any services not identified and included as *covered services* under the *contract*. You will be fully responsible for payment for any services that are not *covered service expenses*.
5. Any services where other coverage is primary to Ambetter must be first paid by the primary payor prior to consideration for coverage under Ambetter.
6. For any non-*medically necessary* court ordered care for a medical/surgical or mental health/substance use disorder diagnosis, unless required by state law.

Even if not specifically excluded by the *contract*, no benefit will be paid for a service or supply unless it is:

1. Administered or ordered by a *provider*; and
2. *Medically necessary* to the diagnosis or treatment of an *injury* or *illness*, or covered under the Preventive Care Services provision.

Covered service expenses will not include, and no benefits will be provided or paid for any charges that are incurred:

1. For services or supplies that are provided prior to the *effective date* or after the termination date of this *contract*.
2. For any portion of the charges that are in excess of the *eligible service expense*.
3. For weight modification, or for surgical treatment of obesity, including wiring of the teeth and all forms of intestinal bypass *surgery*, except as specifically covered in the Major Medical Expense Benefits section of the *contract*.
4. For weight loss programs, gym memberships, exercise equipment, or meal preparation programs
5. For cosmetic breast reduction or augmentation, except for the *medically necessary* treatment of Gender Dysphoria.
6. The reversal of sterilization and reversal of vasectomies.
7. For abortion , except as described in the Medical and Surgical Expense Benefits provision under the Major Medical Expense Benefits section of the *contract*.
8. For treatment of malocclusions, disorders of the temporomandibular joint, or craniomandibular disorders, except as described in *covered service expenses*.
9. For expenses for television, telephone, or expenses for other persons.
10. For marriage, family, or child counseling for the treatment of premarital, marriage, family, or child relationship dysfunctions.

11. For telephone consultations between *providers*, except those meeting the definition of *telehealth services* or *telemedicine medical services*, or for failure to keep a scheduled appointment.
12. For stand-by availability of a medical practitioner when no treatment is rendered.
13. For *dental service* expenses, including braces for any medical or dental condition, *surgery* and treatment for oral *surgery*, except as expressly provided for under your Dental Benefit Rider, if applicable.
14. For *cosmetic treatment*, except for *reconstructive surgery* for mastectomy or that is incidental to or follows *surgery* or an *injury* from trauma, infection or diseases of the involved part that was covered under the *contract* or is performed to correct a birth defect.
15. For mental health examinations and services involving:
 - a. Services for psychological testing associated with the evaluation and diagnosis of learning disabilities;
 - b. Marriage counseling;
 - c. Pre-marital counseling;
 - d. Court ordered care or testing, or required as a condition of parole or probation. Benefits will be allowed for services that are *medically necessary* and would otherwise be covered under the *contract*;
 - e. Testing of aptitude, ability, intelligence or interest; or
 - f. Evaluation for the purpose of maintaining employment. Benefits will be allowed for services are *medically necessary* and that would otherwise be covered under the *contract*.
16. For charges related to, or in preparation for, tissue or organ transplants, except as expressly provided for under the Transplant Services provision.
17. For eye refractive surgery, when the primary purpose is to correct nearsightedness, farsightedness, or astigmatism.
18. While confined primarily to receive *rehabilitation, custodial care*, educational care, or nursing services (unless expressly provided for in this *contract*).
19. For vocational or recreational therapy.
20. For eyeglasses, contact lenses, eye refraction, visual therapy, or for any examination or fitting related to these devices, except as expressly provided in the *contract*.
21. For treatment received outside the United States, except for a medical emergency while traveling for up to a maximum of 90 consecutive days.
22. For experimental or investigational treatment(s) or unproven services. The fact that an experimental or investigational treatment or unproven service is the only available treatment for a particular condition will not result in benefits if the procedure is considered to be an experimental or investigational treatment or unproven service for the treatment of that particular condition.
23. As a result of an *injury* or *illness* arising out of, or in the course of, employment for wage or profit, if the *enrollee* is insured, or is required to be insured, by workers' compensation insurance pursuant to applicable state or federal law. If *you* enter into a settlement that waives an *enrollee's* right to recover future medical benefits under a workers' compensation law or insurance plan, this exclusion will still apply. In the event that the workers' compensation insurance carrier denies coverage for an *enrollee's* workers' compensation claim, this exclusion will still

- apply unless that denial is appealed to the proper governmental agency and the denial is upheld by that agency.
24. For fetal reduction *surgery*.
 25. Except as specifically identified as a *covered service expense* under the *contract*, services or expenses for alternative treatments, including acupressure, acupuncture, aromatherapy, hypnotism, massage therapy, rolfing, and other forms of alternative treatment as defined by the Office of Alternative Medicine of the National Institutes of Health.
 26. As a result of any *injury* sustained during or due to participating, instructing, demonstrating, guiding, or accompanying others in any of the following: professional or Semi-professional sports; intercollegiate sports (not including intramural sports); racing or speed testing any non-motorized vehicle or conveyance (if the *enrollee* is paid to participate or to instruct); rodeo sports; horseback riding (if the *enrollee* is paid to participate or to instruct); rock or mountain climbing (if the *enrollee* is paid to participate or to instruct); or skiing (if the *enrollee* is paid to participate or to instruct).
 27. As a result of any *injury* sustained while operating, riding in, or descending from any type of aircraft if the *enrollee* is a pilot, officer, or *enrollee* of the crew of such aircraft or is giving or receiving any kind of training or instructions or otherwise has any duties that require him or her to be aboard the aircraft.
 28. As a result of any *injury* sustained while at a *residential treatment facility*.
 29. For the following miscellaneous items: in vitro fertilization, artificial insemination (except where required by federal or state law); biofeedback; care or complications resulting from non-*covered services*; chelating agents; domiciliary care; food and food supplements, except for what is indicated in the Medical Foods provision; health club memberships, unless otherwise covered; home test kits; care, unless required by *applicable law*, care or services provided to a non-*enrollee* biological parent; nutrition or dietary supplements; pre-marital lab work; processing fees; *rehabilitation* services for the enhancement of job, athletic or recreational performance; routine or elective care outside the *service area*; treatment of spider veins; transportation expenses, unless specifically described in this *contract*;
 30. Services of a private duty registered nurse rendered on an outpatient basis.
 31. Diagnostic testing, laboratory procedures, screenings, or examinations performed for the purpose of obtaining, maintaining, or monitoring employment.
 32. For any medicinal and recreational use of cannabis or marijuana.
 33. Vehicle installations (modifications) which may include, but are not limited to: adapted seat devices, door handle replacements, lifting devices, roof extensions and wheelchair securing devices.
 34. *Surrogacy Arrangement*. Health care services, including supplies and medication relating to a *surrogacy agreement*, to a *Surrogate*, including an *enrollee* acting as a *surrogate* or utilizing the services of a *Surrogate* who may or may not be an *enrollee*, and any child born as a result of a *Surrogacy Arrangement*. This exclusion applies to all health care services, supplies and medication relating to a *Surrogacy Agreement*, to a *Surrogate* including, but not limited to:
 - a. Prenatal care;
 - b. Intrapartum care (or care provided during delivery and childbirth);

- c. Postpartum care (or care for the *Surrogate* following childbirth);
 - d. Mental Health Services related to the *Surrogacy Arrangement*;
 - e. Expenses relating to donor semen, including collection and preparation for implantation;
 - f. Donor gamete or embryos or storage of same relating to a *Surrogacy Arrangement*;
 - g. Use of frozen gamete or embryos to achieve future conception in a *Surrogacy Arrangement*;
 - h. Preimplantation genetic diagnosis relating to a *Surrogacy Arrangement*;
 - i. Any complications of the child or *Surrogate* resulting from the pregnancy;
 - j. Any other health care services, supplies and medication relating to a *Surrogacy Arrangement*; or
 - k. Any and all health care services, supplies or medication provided to any child birthed by a *Surrogate* as a result of a *Surrogacy Arrangement* are also excluded, except where the child is the adoptive child of *enrollee's* possessing an active *contract* with us and/ or the child possesses an active *contract* with us at the time of birth.
35. For all health care services obtained at an *urgent care facility* that is a *non-network provider*
36. For expenses, services, and treatments from a naturopathic specialists for conditions caused by contracted, injured, spasmed, bruised, and/or otherwise affected myofascial or connective tissue.
37. For expenses, services, and treatments from a naturopathic specialists for treatment of prevention, self-healing and use of natural therapies.
38. Medical necessity of services or supplies, to the extent such services or supplies are provided as part of a hospice care program.
39. Dry needling.
40. Assertive Community Treatment (ACT).
41. Umbilical cord blood collection.

Non-Covered Services and Exclusions:

No benefits will be paid under this benefit provisions for services provided or expenses incurred:

1. For *prescription drug* treatment of erectile dysfunction or any enhancement of sexual performance unless such treatment is listed on the formulary.
2. For weight loss prescription drugs unless otherwise listed on the formulary.
3. For immunization agents otherwise not required by the Affordable Care Act
4. For medication that is to be taken by the *enrollee*, in whole or in part, at the place where it is dispensed.
5. For medication received while the *enrollee* is a patient at an institution that has a facility for dispensing pharmaceuticals.
6. For a refill dispensed more than 12 months from the date of a *physician's* order.
7. For more than the predetermined *managed drug limitations* assigned to certain drugs or classification of drugs.
8. For a *prescription order* that is available in over-the-counter form, or comprised of components that are available in over-the-counter form, and is therapeutically equivalent, except for over-the-counter products that are listed on the formulary. This exclusion does not apply to prescribed FDA approved contraceptive methods.

9. For drugs labeled "Caution - limited by federal law to investigational use" or for investigational or experimental drugs.
10. For any drug that we identify as therapeutic duplication through the Drug Utilization Review program.
11. For more than a 30-day supply when dispensed in any one prescription or refill or for maintenance drugs up to a 90-day supply when dispensed by mail order or a pharmacy that participates in extended day supply network. Specialty drugs and other select drug categories are limited to 30-day supply when dispensed by retail or mail order. Please note that only the 90-day supply is subject to the discounted *cost sharing*. Ambetter permits pharmacies to dispense at mail order discounted *cost sharing* should they request to join our mail order network and except all terms and conditions. Mail orders less than 90 days are subject to the standard *cost sharing* amount.
12. Foreign Prescription Medications, except those associated with an Emergency Medical Condition while you are traveling outside the United States. These exceptions apply only to medications with an equivalent FDA-approved Prescription Medication that would be covered under this document if obtained in the United States.
13. For prevention of any diseases that are not endemic to the United States, such as malaria, and where preventative treatment is related to *enrollee's* vacation during out of country travel. This section does not prohibit coverage of treatment for aforementioned diseases.
14. For medications used for cosmetic purposes.
15. For infertility drugs unless otherwise listed on the formulary.
16. For any controlled substance that exceeds state established maximum morphine equivalents in a particular time period, as established by state laws and regulations.
17. For drugs or dosage amounts determined by Ambetter's Pharmacy and Therapy committee to be ineffective, unproven or unsafe for the indication for which they have been prescribed, regardless of whether such drugs or dosage amounts have been approved by any governmental regulatory body for that use.
18. For any drug related to dental restorative treatment or treatment of chronic periodontitis, where drug administration occurs at dental practitioner's office.
19. For any drug related to surrogate pregnancy.
20. For any injectable medication or biological product that is not expected to be self-administered by the *enrollee* at *enrollee's* place of residence unless listed on the formulary.
21. For any claim submitted by non-lock-in pharmacy while *enrollee* is in lock-in status. To facilitate appropriate benefit use and prevent opioid overutilization, *enrollee's* participation in lock-in status will be determined by review of pharmacy claims.
22. For any prescription or over the counter version of vitamin(s) unless otherwise included on the formulary.
23. Medication refills where an *enrollee* has more than 15calendar days' supply of medication on hand.
24. Compound drugs, unless there is at least one ingredient that is an FDA approved drug.

Lock-in program

To help improve *enrollee* safety decrease overutilization and abuse, certain *enrollees* identified through our Lock-in Program, may be locked into a specific pharmacy for the duration of their participation in the lock-in program. *Enrollees* locked into a specific pharmacy will be able to obtain their medication(s) only at specified location. Ambetter pharmacy, together with Medical Management will review *enrollee* profiles and using specific criteria, will recommend *enrollees* for participation in lock-in program. *Enrollees* identified for participation in lock-in program and associated providers will be notified of *enrollee* participation in the program via mail. Such communication will include information on duration of participation, pharmacy to which *enrollee* is locked-in, and any appeals rights.

Prior Authorization Requirements for Services

Some medical, pharmaceutical and behavioral health *covered services* require *prior authorization*. In general, *network providers* do not need to obtain *authorization* from Ambetter from Superior HealthPlan prior to providing a service or supply to an *enrollee*. However, there are some *covered services* for which you must obtain the *prior authorization*.

For services or supplies that require *prior authorization*, as shown on the *Schedule of Benefits*, you must obtain *prior authorization* from us before you or your *dependent enrollee*:

1. Receive a service or supply from a *non-network provider*,
2. Are admitted into a *network facility* by a *non-network provider*, or
3. Receive a service or supply from a *network provider* to which you or your *dependent enrollee* were referred by a *non-network provider*.

To obtain *prior authorization* or to confirm that a *network provider* has obtained *prior authorization*, contact Ambetter from Superior HealthPlan by telephone at the telephone number listed on your *member* identification card before the service or supply is provided to the *enrollee*.

Failure to comply with the prior authorization requirements may result in benefits being reduced or not covered. *Network providers* cannot bill you for services for which they fail to obtain prior authorization as required. Emergency care does not require *prior authorization*. In cases of emergency, benefits will not be reduced for failure to comply with *prior authorization* requirements. However, you must contact us as soon as reasonably possible after the emergency occurs. Please see your *contract* and *Schedule of Benefits* for specific details.

After *prior authorization* has been requested and all required or applicable documentation has been submitted, we will notify you and your *provider* if the request has been *approved* as follows:

1. For services that require *prior authorization*, within three calendar days of receipt.
2. For concurrent review, within 24 hours of receipt of the request.
3. For post-stabilization treatment or life-threatening condition, within the timeframe appropriate to the circumstances and condition of the *enrollee*, but not to exceed one hour of receipt of the request.
4. For post-service requests, within 30 calendar days of receipt of the request.

Continuity of Treatment In The Event of Termination of a Preferred Provider's Participation in the Plan

Under the federal No Surprises Act, if an *enrollee* a continuing care patient with respect to an *network provider* and: the contractual relationship with the *provider* is terminated, such that the *provider* is no longer in the *network*; or benefits are terminated because of a change in the terms of the participation of the *provider*, as it pertains to the services the member is receiving, as a continuing care patient, the *provider* must identify and request that *enrollees* experiencing special circumstances may be permitted to continue treatment under their care. Special circumstances mean conditions regarding which a treating physician or provider reasonably believes that discontinuing care by that physician or provider could cause harm to a patient. Examples include disabilities, acute conditions, life-threatening illness, or are past the 24th week of pregnancy and the associated obligatory period. Coverage will extend through the delivery of the child and will apply to immediate postpartum care and a follow-up checkup within the six week period after delivery. Then we will:

1. Notify each enrollee who is a *continuing care patient* on a timely basis of the termination and their right to receive continued transitional care from the provider or facility;
2. Provide the individual with an opportunity to notify the health plan of the individual's need for transitional care; and
3. Permit the individual to elect to continue to have their benefits for the course of treatment relating to the individual's status as a continuing care patient during the period beginning on the date on which the above notice is provided and ending on the earlier of
 - a. the 90-day period beginning on such date; or the
 - b. (ii) date on which such individual is no longer a continuing care patient with respect to their *provider* or *facility*.

Non-Emergency Services

If you are traveling outside of the Texas service area you may be able to access *providers* in another state if there is an Ambetter plan located in that state. You can locate Ambetter *providers* outside of Texas by searching the relevant state in *our provider* directory at <https://guide.ambetterhealth.com>. Not all states have Ambetter plans. If you intend to seek care from an Ambetter *provider* outside of the service area, you may be required to obtain *prior authorization* from the originating Ambetter state for non-emergency services. Contact Member Services at the phone number on your *member* identification card for further information.

Complaint Procedures

You may file a *complaint* regarding any aspect of the plan. We will not take any action against you due solely that you, your representative or your *provider* files a *complaint* against us.

You must send your *complaint* in writing to the address below. You can call Member Services at 1-877-687-1196 (Relay Texas/TTY 1-800-735-2989) for assistance.

You should send your written *complaint* to:

Ambetter from Superior HealthPlan

ATTN: Complaints Department

5900 E. Ben White Blvd.

Austin, TX 78741

Fax: 1-866-683-5369

Expedited *Complaints*: If your *complaint* concerns an emergency or a situation in which you may be forced to leave the *hospital* prematurely, we will resolve it no later than one working day, or 72 hours, whichever is lesser, from the time that we receive it. You will get a letter with the resolution to your complaint within one business day of your request..

Non-Expedited (Standard) *Complaints*: If the *complaint* is not expedited, you will get the resolution within thirty (30) calendar days of the date we receive the *complaint*.

Appealing a Complaint Resolution: If you aren't satisfied with the resolution to your *complaint*, you can request an *appeal* of the *complaint* resolution. You must do so within 90 days from the date of the incident. In response to your *complaint appeal*, we will hold a complaint appeal panel at a location in your area. A complaint appeal panel includes *our* staff, provider(s) and *enrollee*(s). You will receive a hearing packet five days before the appeal panel hearing. You may attend the hearing, have someone represent you at the hearing or have a representative attend the hearing with you. The panel will make a recommendation for the final decision on your *complaint*. You will receive *our* final decision within 30 days of your *complaint appeal* request.

Retaliation Prohibited

1. We will not take any retaliatory action, including refusal to renew coverage, against you because you or person acting on your behalf has filed a *complaint* against us or *appealed* a decision made by us.
2. We shall not engage in any retaliatory action, including terminating or refusal to renew a *contract*, against a *provider*, because the *provider* has, on your behalf, reasonably filed a *complaint* against us or has *appealed* a decision made by us.

Access to OB/GYN Services

Female members shall have direct access to an OB/GYN (who is an exclusive provider) for female services.

Network Information

A current list of preferred *providers*, including names, locations of *physicians* and health care *providers* and which preferred *providers* are not accepting new patients can be found by visiting and using *our* Find a Provider tool: Ambetter.SuperiorHealthPlan.com/findadoc.

This tool will have the most up-to-date information about *our provider network*. It can help you find a *Primary Care Provider (PCP)*, pharmacy, lab, *hospital* or *specialist*. The search can be narrowed by:

- Provider specialty
- ZIP code
- Gender
- Languages spoken
- Whether or not he/she is currently accepting new patients

You can find all of the information listed below on *our* website using the Find a Provider tool. You can also call Member Services to get information on *providers'* medical school and residency information.

- Name, address, telephone numbers
- Professional qualifications
- Specialty
- Board certification status

A non-electronic copy may be obtained free of charge by contacting Member Services at 1-877- 687-1196 (Relay Texas/TTY 1-800-735-2989).

Texas Department of Insurance Notice

1. An *exclusive provider benefit plan* provides no benefits for services you receive from *non-network providers*, with specific exceptions as described in your *contract* and below.
2. You have the right to an adequate *network* of *network providers*.
 - a. If you believe that the *network* is inadequate, you may file a *complaint* with the Texas Department of Insurance at www.tdi.texas.gov/consumer.complfrm.html.
3. If your insurer *approves* a referral for *non-network* services because no *network provider* is available, or if you have received *non-network emergency services*, your insurer must, in most cases, resolve the *non-network provider's* bill so that you only have to pay any applicable *coinsurance*, *copay*, and *deductible amounts*.
4. You may obtain a current directory of *network providers* at the following website: Ambetter.SuperiorHealthPlan.com or by calling Member Services for assistance in finding available *network providers*. If you relied on materially inaccurate directory information, you may be entitled to have a *non-network* claim paid at the *network* level of benefits.

Ambetter from Superior HealthPlan Service Area and Number of Enrollees

Service area is any place that is within the counties in the state of Texas that Ambetter has designated as the *service area* for this plan. Ambetter from Superior HealthPlan’s service area includes the following counties: Andrews, Aransas, Armstrong, Atascosa, Austin, Bandera, Bastrop, Bell, Bexar, Blanco, Bosque, Brazoria, Brazos, Brewster, Brooks, Brown, Burleson, Burnet, Caldwell, Calhoun, Cameron, Camp, Carson, Castro, Chambers, Cherokee, Coke, Coleman, Collin, Collingsworth, Colorado, Comal, Comanche, Concho, Cooke, Dallam, Dallas, Deaf Smith, Delta, Denton, DeWitt, Donley, Ector, Edwards, El Paso, Ellis, Falls, Fannin, Fayette, Fisher, Fort Bend, Freestone, Frio, Galveston, Gillespie, Goliad, Gonzales, Gray, Grayson, Gregg, Grimes, Guadalupe, Hamilton, Hardin, Harris, Hartley, Hays, Henderson, Hidalgo, Hill, Hood, Houston, Hunt, Irion, Jack, Jackson, Jefferson, Johnson, Kendall, Kerr, Kimble, Kinney, Lampasas, Lavaca, Lee, Leon, Liberty, Limestone, Llano, Madison, Mason, Matagorda, Maverick, McCulloch, McLennan, Medina, Menard, Milam, Mills, Mitchell, Montague, Montgomery, Nacogdoches, Navarro, Nueces, Oldham, Orange, Palo Pinto, Panola, Parker, Parmer, Potter, Rains, Randall, Real, Refugio, Robertson, Rockwall, Runnels, Rusk, San Jacinto, San Saba, Schleicher, Scurry, Sherman, Smith, Somervell, Starr, Sterling, Stonewall, Sutton, Tarrant, Tom Green, Travis, Trinity, Tyler, Val Verde, Van Zandt, Victoria, Walker, Waller, Webb, Wharton, Wheeler, Willacy, Williamson, Wise, Wood, and Zapata.

The number of effectuated members in Ambetter’s *service area* under the Celtic EPO license is currently 319,498. Please refer to the table below for a breakdown of effectuated members based on service area.

County	Total Effectuated Members
Andrews	150
Aransas	89
Armstrong	75
Atascosa	112
Austin	1,392
Bandera	305
Bastrop	292
Bell	4,513
Bexar	2,467
Blanco	169
Bosque	120
Brazoria	3,929
Brazos	1,085
Brewster	108
Brooks	374
Brown	809
Burleson	607

Burnet	115
Caldwell	156
Calhoun	672
Cameron	8,732
Camp	517
Carson	73
Castro	172
Chambers	791
Cherokee	1,360
Coke	10
Coleman	109
Collin	1,862
Collingsworth	18
Colorado	913
Comal	342
Comanche	255
Concho	91
Cooke	1,267
Dallam	125
Dallas	2,558
Deaf Smith	237
Delta	233
Denton	3,888
DeWitt	681
Donley	27
Ector	3,793
Edwards	94
El Paso	4,926
Ellis	191
Falls	55
Fannin	790
Fayette	122
Fisher	86
Fort Bend	9,880
Freestone	73
Frio	169
Galveston	1,170
Gillespie	2,772
Goliad	247
Gonzales	215
Gray	182
Grayson	2,981
Gregg	750

Grimes	1,125
Guadalupe	117
Hamilton	122
Hardin	1,000
Harris	19,844
Hartley	26
Hays	471
Henderson	2,147
Hidalgo	106,279
Hill	164
Hood	2,012
Houston	1,536
Hunt	397
Irion	272
Jack	450
Jackson	390
Jefferson	8,566
Johnson	553
Kendall	275
Kerr	1,741
Kimble	140
Kinney	24
Lampasas	219
Lavaca	405
Lee	51
Leon	461
Liberty	2,397
Limestone	116
Llano	60
Madison	535
Mason	304
Matagorda	1,723
Maverick	356
McCulloch	86
McLennan	984
Medina	1,279
Menard	63
Milam	64
Mills	37
Mitchell	110
Montague	501
Montgomery	2,931
Nacogdoches	2,069

Navarro	63
Nueces	506
Oldham	13
Orange	1,831
Palo Pinto	305
Panola	200
Parker	1,071
Parmer	125
Potter	1,678
Rains	222
Randall	758
Real	52
Refugio	82
Robertson	487
Rockwall	156
Runnels	98
Rusk	283
San Jacinto	1,795
San Saba	91
Schleicher	68
Scurry	205
Sherman	24
Smith	5,409
Somervell	66
Starr	11,652
Sterling	47
Stonewall	12
Sutton	79
Tarrant	4,935
Tom Green	2,966
Travis	1,509
Trinity	872
Tyler	582
Val Verde	294
Van Zandt	1,025
Victoria	2,263
Walker	2,298
Waller	13,342
Webb	22,752
Wharton	1,535
Wheeler	44
Willacy	474
Williamson	568

Wise	1,028
Wood	704
Zapata	2,233

Network Demographics

County	Provider Type					
	Primary Care	Pediatrics - Routine/Primary Care	Gynecology (OB/GYN)	Psychiatry	Surgery	Acute General Hospital
Andrews	73	12	20	6	32	6
Aransas	21	32	17	12	46	3
Armstrong	45	17	9	11	39	2
Atascosa	221	77	129	34	274	14
Austin	108	26	29	9	67	6
Bandera	229	80	138	36	286	13
Bastrop	318	154	171	53	305	13
Bell	141	85	42	41	126	11
Bexar	234	85	145	35	282	14
Blanco	283	107	172	34	287	13
Bosque	67	9	13	9	48	8
Brazoria	721	221	230	144	511	31
Brazos	70	10	5	7	39	4
Brewster	3	0	2	2	2	1
Brooks	180	93	62	11	111	6
Brown	13	1	1	1	6	4
Burleson	69	12	5	8	37	2
Burnet	313	163	176	63	317	15
Caldwell	282	116	169	34	282	12
Calhoun	32	11	14	2	25	7
Cameron	220	127	83	24	148	9
Camp	14	1	2	0	8	2
Carson	52	18	9	11	39	2
Castro	30	2	0	0	11	3
Chambers	648	194	198	143	472	25
Cherokee	78	17	22	4	84	11
Coke	42	15	12	5	21	3
Coleman	18	6	3	4	11	4
Collin	767	131	261	101	616	45

Collingsworth	13	1	0	0	5	3
Colorado	28	8	3	1	14	6
Comal	240	98	159	36	302	13
Comanche	18	1	3	0	12	5
Concho	46	16	12	5	22	4
Cooke	128	21	24	12	79	14
Dallam	8	0	0	0	2	2
Dallas	1,070	166	364	111	863	67
Deaf Smith	67	25	20	29	49	7
Delta	33	12	9	10	16	2
Denton	1,033	161	360	115	845	67
DeWitt	47	9	11	0	23	5
Donley	16	0	0	0	4	3
Ector	45	9	17	2	34	7
Edwards	48	5	8	3	17	3
El Paso	164	82	62	28	151	7
Ellis	801	104	234	87	629	50
Falls	52	20	12	18	48	6
Fannin	251	68	131	39	231	17
Fayette	64	8	4	1	25	7
Fisher	19	5	3	3	13	4
Fort Bend	661	218	227	136	503	29
Freestone	26	2	6	2	13	6
Frio	38	2	2	1	8	4
Galveston	635	198	202	140	471	26
Gillespie	44	6	15	1	22	3
Goliad	34	9	11	0	22	3
Gonzales	48	12	15	1	21	4
Gray	17	0	0	0	4	3
Grayson	323	71	144	36	271	26
Gregg	64	23	23	1	62	5
Grimes	147	23	29	25	128	11
Guadalupe	251	97	155	35	303	15
Hamilton	35	2	2	1	16	5
Hardin	74	9	6	8	15	2
Harris	809	232	250	156	564	35
Hartley	24	1	0	1	4	5
Hays	271	109	175	33	274	11
Henderson	113	22	16	3	83	12
Hidalgo	245	129	83	24	149	10
Hill	91	17	15	10	60	10

Hood	80	9	15	3	29	7
Houston	34	5	7	2	27	6
Hunt	255	63	133	33	235	18
Irion	42	15	12	5	19	1
Jack	68	5	8	1	19	8
Jackson	50	14	16	1	28	10
Jefferson	67	6	4	8	15	3
Johnson	417	50	129	29	296	33
Kendall	246	81	144	35	292	15
Kerr	43	6	15	1	22	3
Kimble	36	3	7	1	16	4
Kinney	40	5	6	2	10	2
Lampasas	37	15	6	12	25	5
Lavaca	53	13	13	1	32	7
Lee	118	69	32	25	85	7
Leon	73	11	6	8	44	7
Liberty	671	206	220	146	519	28
Limestone	48	7	10	7	39	7
Llano	23	3	3	0	11	3
Madison	75	10	6	9	50	5
Mason	21	2	2	0	7	3
Matagorda	39	14	10	6	27	9
Maverick	85	14	20	7	30	4
McCulloch	10	1	1	0	4	3
McLennan	64	19	12	19	50	8
Medina	222	77	130	35	275	14
Menard	48	16	12	5	22	4
Milam	116	78	34	36	90	9
Mills	18	1	1	0	11	4
Mitchell	13	2	4	1	6	3
Montague	20	3	2	1	13	6
Montgomery	650	203	217	140	519	28
Nacogdoches	33	7	13	1	27	4
Navarro	65	9	7	2	30	8
Nueces	22	38	17	12	45	1
Oldham	55	18	9	12	42	6
Orange	74	13	19	10	42	3
Palo Pinto	77	7	11	1	29	10
Panola	28	4	3	0	11	2
Parker	375	45	131	28	286	32
Parmer	24	7	11	18	14	5

Potter	42	17	9	11	38	2
Rains	23	7	3	7	9	2
Randall	41	17	9	11	39	3
Real	28	1	6	2	10	1
Refugio	27	11	12	2	22	4
Robertson	72	11	5	7	40	6
Rockwall	669	117	239	92	557	34
Runnels	50	20	14	8	27	3
Rusk	91	30	31	2	79	8
San Jacinto	123	18	25	19	96	9
San Saba	23	3	2	0	14	4
Schleicher	46	15	12	5	21	3
Scurry	7	0	1	0	5	3
Sherman	13	1	0	0	5	3
Smith	84	24	29	2	69	8
Somervell	40	6	9	4	23	6
Starr	180	89	61	11	109	6
Sterling	49	17	15	6	21	2
Stonewall	6	0	0	0	4	3
Sutton	22	4	2	1	8	2
Tarrant	907	119	256	92	668	56
Tom Green	43	15	12	5	21	3
Travis	342	166	184	53	318	15
Trinity	30	3	6	2	22	3
Tyler	21	3	5	0	10	1
Val Verde	22	4	2	1	8	2
Van Zandt	86	14	11	9	65	8
Victoria	43	10	12	0	25	7
Walker	113	13	24	19	100	11
Waller	717	218	242	142	549	31
Webb	77	16	19	6	29	4
Wharton	131	34	35	13	83	13
Wheeler	13	1	0	0	4	3
Willacy	220	127	83	24	148	9
Williamson	330	166	176	64	317	15
Wise	459	53	145	30	321	38
Wood	49	11	6	1	53	6
Zapata	87	16	19	6	36	3

Waivers and Local Market Access Plan

A waiver and local market access plan applies to the services provided by the below listed *providers* in each *service area* denoted by an "X."

County	Provider Type					
	Primary Care	Pediatrics - Routine/Primary Care	Gynecology (OB/GYN)	Psychiatry	Surgery	Acute General Hospital
Andrews		X				
Aransas			X			
Armstrong						
Atascosa			X			
Austin			X			
Bandera						
Bastrop	X	X	X		X	
Bell	X	X	X		X	
Bexar		X	X	X		
Blanco						
Bosque		X	X			
Brazoria		X	X		X	
Brazos		X	X		X	
Brewster	X	X			X	
Brooks						
Brown		X		X	X	
Burleson			X			
Burnet						
Caldwell			X			
Calhoun		X			X	
Cameron						
Camp		X	X	X		
Carson					X	
Castro						
Chambers	X	X	X			
Cherokee		X	X			
Coke						
Coleman						
Collin	X	X	X	X	X	X
Collingsworth		X	X	X	X	
Colorado						
Comal		X	X		X	

Comanche		X	X	X	X	
Concho						
Cooke			X			
Dallam		X	X		X	
Dallas		X	X			
Deaf Smith		X	X			
Delta						
Denton		X	X			
DeWitt		X	X	X		
Donley		X	X			
Ector		X	X			
Edwards		X	X			
El Paso						
Ellis		X	X			
Falls		X	X			
Fannin		X				
Fayette						
Fisher		X				
Fort Bend						
Freestone		X	X			
Frio		X	X	X		
Galveston			X			
Gillespie						
Goliad						
Gonzales		X	X			
Gray		X	X	X	X	
Grayson	X	X	X		X	
Gregg		X	X	X	X	
Grimes						
Guadalupe	X	X	X	X	X	
Hamilton						
Hardin		X	X			
Harris		X	X			
Hartley		X	X			
Hays		X	X			
Henderson		X	X		X	
Hidalgo						
Hill		X	X			
Hood		X	X		X	
Houston		X				
Hunt	X	X	X		X	

Irion						
Jack						
Jackson			X			
Jefferson		X	X		X	
Johnson	X	X	X			
Kendall						
Kerr						
Kimble			X			
Kinney						
Lampasas			X			
Lavaca			X			
Lee			X			
Leon		X	X			
Liberty			X			
Limestone		X	X			
Llano						
Madison		X	X			
Mason						
Matagorda		X				
Maverick				X	X	
McCulloch						
McLennan	X	X	X			
Medina		X	X			
Menard			X			
Milam			X			
Mills						
Mitchell						
Montague		X	X			
Montgomery		X	X			
Nacogdoches		X				
Navarro		X	X			
Nueces	X		X		X	
Oldham						
Orange		X	X		X	
Palo Pinto						
Panola						
Parker	X	X	X	X		
Parmer		X	X		X	
Potter			X		X	
Rains	X	X	X		X	
Randall			X		X	

Real		X				
Refugio						
Robertson		X	X			
Rockwall			X			
Runnels						
Rusk						
San Jacinto						
San Saba						
Schleicher						
Scurry		X			X	
Sherman		X	X		X	
Smith		X	X		X	
Somervell						
Starr		X	X	X	X	
Sterling						
Stonewall		X	X		X	
Sutton		X	X			
Tarrant		X	X		X	
Tom Green					X	
Travis	X	X	X		X	X
Trinity		X	X			
Tyler		X	X			
Val Verde					X	
Van Zandt		X	X		X	
Victoria	X	X	X	X	X	
Walker		X	X			
Waller	X	X	X		X	
Webb					X	
Wharton						
Wheeler			X		X	
Willacy						
Williamson	X	X	X			
Wise					X	
Wood		X	X		X	
Zapata			X		X	

This access plan may be obtained by contacting Ambetter from Superior HealthPlan at 1-877- 687-1196 (Relay Texas/TTY: 1-800-735-2989).

Guaranteed Renewable

This policy is guaranteed renewable. That means that you have the right to keep the policy in force with the same benefits, except that we may discontinue or terminate the policy if:

1. You fail to pay premiums as required under the policy;
2. You have performed an act or practice that constitutes fraud, or have made an intentional misrepresentation of material fact, relating in any way to the policy, including claims for benefits under the policy; or
3. We stop issuing the policy in Texas, but only if we notify you in advance.

Unless the policy is 'noncancellable,' as defined in the policy, we have the right to raise rates on your policy at each time of renewal, in a manner consistent with the policy and Texas law. If the policy is noncancellable, *our* right to raise rates is limited by the definition of 'noncancellable' contained in the policy, and by Texas law.

Annually, we may change the rate table used for this policy form. Each premium will be based on the rate table in effect on that premium's due date. The policy plan, and age of covered *enrollees*, type and level of benefits, and place of residence on the premium due date are some of the factors used in determining your premium rates. We have the right to change premiums.

At least 31 days' notice of any plan to take an action or make a change permitted by this clause will be delivered to you at your last address as shown in *our* records. We will make no change in your premium solely because of claims made under this policy or a change in a covered *enrollee's* health. While this policy is in force, we will not restrict coverage already in force. If we discontinue offering and refuse to renew all policies issued on this form, with the same type and level of benefits, for all residents of the state where you reside, we will provide a written notice to you at least 90 days prior to the date that we discontinue coverage.

Annually, we must file this product, the *cost share* and the rates associated with it for approval. Guaranteed renewable means that your plan will be renewed into the subsequent year's approved product on the anniversary date unless terminated earlier in accordance with *contract* terms. You may keep this *contract* (or the new *contract* you are mapped to for the following year, whether associated with a discontinuance or replacement) in force by timely payment of the required premiums. In most cases you will be moved to a new *contract* each year, however, we may decide not to renew the *contract* as of the renewal date if: (1) we decide not to renew all *contracts* issued on this form, with a new *contract* at the same metal level with a similar type and level of benefits, to residents of the state where you then live or (2) there is fraud or an intentional material misrepresentation made by or with the knowledge of an *enrollee* in filing a claim for *covered services*.

In addition to the above, this guarantee for continuity of coverage shall not prevent us from cancelling or non-renewing this *contract* in the following events: (1) non-payment of premium; (2) an *enrollee* fails to pay premiums or contributions in accordance with the terms of this *contract*, including any timeliness requirements; (3) an *enrollee* has performed an act or practice that constitutes fraud or has made an intentional misrepresentation of material fact

relating to this *contract*; or (4) a change in federal or state law, no longer permits the continued offering of such coverage, such as CMS guidance related to individuals who are Medicare eligible.