

ALL ABOARD!

Welcome to the Wabash Memorial Hospital Association where railroaders have had a say in designing their own health benefits since 1884. We're proud to be in our third century of serving railroaders and look forward to providing quality service to our members for years to come.

Originating in 1884 as the Hospital Department of the Wabash, St. Louis & Pacific Railway, Wabash Memorial Hospital Association is a non-profit Health and Welfare Trust Association, operating under Public Law 93-406 as an employer sponsored ERISA Plan through the Department of Labor.

Contact Information

Wabash Memorial Hospital Association
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Decatur, Illinois 62526
www.wabashcannonball.org

Text Relay Link For Hearing Impaired On Website

Benefit Coverage, Membership and Eligibility,
Claims Inquiries, Provider Information
Local Number - (217) 429-5246
Toll Free Number - (888) 800-9161
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Decatur Wabash Outpatient Clinic
Local Number - (217) 425-9642
Toll Free Number - (888) 419-6435
Clinic Fax Number - (217) 425-9660

Board of Managers - 2012

Eric Ashley
International Brotherhood of Electrical Workers

Charles Cox
Brotherhood of Maintenance of Way Employees,
Wabash Federation

Dewayne Dehart
Brotherhood of Locomotive Engineers & Trainmen

Lucille Derlitzki
Alternate Retiree Representative

Randy Thaxton
United Transportation Union

Tim Hunt, Board Vice Chairman
National Conference of Firemen and Oilers

Jeremy Jones
International Association of Machinists & Aerospace Workers

Mike Patrick, Board Chairman
Sheetmetal Workers International Association

R. C. Smith
Retiree Representative

Gary King
Brotherhood of Railroad Carmen

Brotherhood of Railroad Signalmen

Wabash Administration - 2012

Tamara Bivins, Administrator

INTRODUCTION

Purpose of Plan The Plan exists to provide healthcare benefits for employees and retirees (and their dependents) of the Wabash, St. Louis and Pacific Railroad Company. Such benefits will be provided in accordance with the rules, regulations and bylaws of the Association as approved by the Board of Managers.

Future of Plan Assets of Wabash Memorial Hospital Association are held in Trust by the Hickory Point Bank. While Wabash intends to continue the Plan indefinitely, it reserves the right to terminate or amend the Plan for any reason. If Wabash terminates or amends the Plan, benefits under the Plan would cease or change. Any remaining assets would be subject to disposition in accordance with Department of Labor requirements.

Wabash may also increase the required employee or retiree contributions at any time. Similarly, Norfolk Southern Corporation can take any such actions with respect to its employees. Every effort will be made to provide Plan participants with reasonable notice of any such change.

Service Area Generally the Service Area is considered to be anywhere there are Medicare Participating Providers.

Rights Under ERISA law, all plan participants are entitled to examine, without charge, at designated locations, all documents filed by the Plan with the Department of Labor. Members may request copies of all plan documents and other plan information and expect to receive same in 30 days. Members must be provided a copy of the Plan's Annual Report summary. Members may not be discriminated against in the provision of benefits under the Plan. Remedies are available to members who feel the above rights have been violated. The Plan Administrator may be contacted for details.

Reliance On Documents And Information Information required by the Plan Administrator may be provided in any form or document that the Plan Administrator considers acceptable and reliable. The Plan Administrator relies on the information provided by you and others when evaluating coverage and benefits under the plan. All such information, therefore, must be accurate, truthful and complete. The Plan Administrator is entitled to conclusively rely upon, and will be protected for any action taken in good faith in relying upon, any information provided to the Plan Administrator. In addition, any fraudulent statement, omission or concealment of facts, misrepresentation, or incorrect information may result in the denial of the claim, cancellation or rescission of coverage, or any other legal remedy available to the plan.

Eight Ways You Can Help Control Costs

Making choices about your health can sometimes be difficult. When you seek health care, take the same approach you use for buying anything else. Ask questions. Make sure you get the most appropriate care for your condition. Use the following guidelines in order to be a wise health care consumer.

- **Practice Good Health Habits** Staying healthy is the best way to control your medical costs. Eat a balanced diet, exercise regularly, and get enough sleep. Learn how to handle stress. Stop smoking and avoid excessive use of alcohol.
- **Consult Your Doctor Early** Don't let a minor problem become a major one. This makes treatment more difficult and expensive.
- **Talk To Your Doctor** To make wise health care decisions, you must understand the treatment and any risks or complications involved. Discuss the need for treatment with your doctor. Ask about treatment costs, too.
- **Make Sure You Need Surgery** If you are unsure about the surgery you face, seek a second opinion. If you need surgery, ask about Same Day Surgery. Many procedures can be performed safely without a hospital stay.
- **Review Medical Bills Carefully** Make sure you understand all charges and are only billed for services you receive. Contact your healthcare provider and Wabash Association if you think you have been billed for services you did not receive. Keep your records up-to-date.
- **Compare Prescription Drug Prices** Discuss the use of generic drugs with your doctor or pharmacist. Generic drugs are generally less expensive than brand names drugs for the same quality. Co-payments are also lower for generic drugs.
- **Be A Wise Health Care Consumer** Review your benefits carefully so you can make informed health care decisions.

Eligibility and Participation

I. Norfolk Southern Corporation Employees (NSC)

(a) Active Railway Employees: Contract or non-contract employees of NSC are entitled to benefits if the NSC has paid dues to Wabash on their behalf for the month in which benefits are sought. Contract employees must have Board representation.

For members affected by Health and Welfare Agreements, NSC will remit to Wabash monthly an amount sufficient to cover those members as provided for in the Agreement. Members whose dues are not paid through NSC shall pay their dues directly to Wabash.

Contract employees who transfer to the former Wabash line are eligible for membership in Wabash. Coverage is provided in coordination with the group health insurance which is primary. When coverage with the group insurer is no longer in effect, Wabash becomes the primary insurer and the full rate for Active dues will apply.

(b) Furlough Status: Membership for Active Members who are placed on furlough status by NSC will automatically continue until the end of the fourth month following the month in which they last rendered compensated service. These members will not be required to pay dues during this time if they maintain their employment relationship with NSC. After the end of the fourth month, these members are required to remit their dues directly to Wabash in order to maintain their membership. Members must notify Wabash when they are placed on furlough status.

(c) Sick Leave: Active employees of the Railway who are not on the payroll due to illness or physical disability will be granted up to 12 months waiver of dues. This includes non-contract members and General Chairmen. The waiver does not apply to those members who sever their working relationship with NSC, even if they are retained on their seniority roster. At the end of the waiver period, the member will be required to pay dues at the applicable rate directly to Wabash. Members should notify Wabash when they are on sick leave. If a member is furloughed during the 12 month waiver period, they will continue to be covered under the waiver provision as long as their disability is the only reason that they could not return to work if they had the opportunity to do so.

If a disability annuity is granted by the Railroad Retirement Board (RRB) during the waiver period, the member is required to pay dues retroactive to the date of the annuity notification letter. If an injury settlement is received, dues will be paid retroactive to the effective date of the annuity. However, the member will not be required to pay dues for any month that Wabash has received payment from NSC due to earned vacation compensation prior to the annuity date. It is the member's responsibility to provide Wabash with a copy of the "Notice of Annuity Award".

(d) Dismissed or suspended: Coverage for dismissed or suspended employees who have been employed by NSC for at least six months will continue until the end of the fourth month

following the month in which they last rendered compensated service. Members must notify Wabash when they are dismissed or suspended.

After the fourth month, members who have been employed by NSC for at least five years with continuous membership in Wabash may continue their membership by paying dues at the full Active rate directly to Wabash. This provision also applies to members who voluntarily leave the services of NSC.

If an employee is dismissed during the waiver of dues period (covered in (c) above), their coverage will continue throughout the hearing process. If the dismissal is reversed, the waiver of dues will continue on until the employee either returns to work, or the waiver of dues expires. At that point, the employee may elect to pay the applicable dues directly to Wabash to maintain coverage, providing that he / she has been employed by NSC for at least five (5) years and maintained continuous membership in Wabash during that time.

If the dismissal is upheld during the hearing process, their coverage will terminate at the end of the month in which the decision was rendered. The member may elect to pay applicable dues directly to Wabash to maintain his / her coverage beginning the first day of the next month, providing that he / she has been an employee of NSC for a period of five (5) years and maintained continuous membership in Wabash during that time.

It is the responsibility of the employee to advise Wabash of the status of their employment, and to keep Wabash informed during the hearing process. If an employee fails to advise Wabash that their dismissal is under appeal, their coverage will terminate the end of the fourth month following the month in which they last rendered compensated service.

Any member who has appealed their dismissal in accordance with NSC procedures, may continue their membership in Wabash by paying dues directly to Wabash until a final decision is reached regarding the dismissal, if Wabash is advised in writing by the union that such an appeal is in process.

(e) Non-Contract: Non-Contract Railway employees are eligible for membership in Wabash at the applicable dues rate. Coverage is provided in coordination with the group health insurer.

(f) Off Line: Employees of NSC who are assigned to off-line points may discontinue their Wabash membership. If they are later transferred to on-line points, they are eligible for reinstatement of membership without a waiting period or pre-existing condition exclusion. Employees at off-line points may also elect to continue their membership while serving off-line and will be covered according to the applicable rules and dues rates.

(g) Active employees leaving NSC employment prior to retirement (providing they are not disqualified, on sick leave, furloughed, etc.) who have not been eligible for Wabash benefits as an active, but will become eligible as a retiree, may obtain primary coverage through Wabash while awaiting retirement age, subject to the applicable dues rate and waiting period.

II. Retirees of the Norfolk Southern Corporation

Upon retirement, any NSC employee applying for an annuity from the Railroad Retirement Board is eligible for membership in Wabash at the applicable dues rate regardless of prior eligibility. Application for membership must be made within 60 days of retirement. Applications received after the 60 day period will be subject to a 90 day waiting period before coverage will go into effect, with a 12 month exclusion from coverage for any pre-existing illnesses / conditions.

Employees retiring under the 60/30 plan, must have five years prior Wabash membership to qualify for company sponsored plan or Wabash upgrade.

III. Current and Retired Employees of Wabash

Employees of the Wabash Memorial Hospital Association and their dependents, are eligible for membership in Wabash.

Dependent coverage is limited to the employee's spouse and unmarried children under the age of 26 who have their legal residence with the employee, and who are wholly dependent on the employee for maintenance and support. Application for membership must be made within the first 30 days of employment. Applicable dues will be deducted from the employee's paycheck. Dues deducted provide coverage for the following month. Applications not submitted within the first 30 days of employment will be subject to a 90 day waiting period, with a 12 month exclusion from coverage for any pre-existing illness / condition.

Retired employees of the Wabash Memorial Hospital Association are eligible to continue their membership in Wabash if they have been employed by Wabash for a minimum of five consecutive years.

IV. Spouses, Dependents, Parents and Parents-In-Law of Wabash Members

(a) An application and first month's dues must be submitted to Wabash by the 15th of the month and coverage for the active employee dependents is effective the first day of the month following that in which the application is received. Dependents of retired employees and parents of Wabash members will have a 3-month waiting period for coverage to become effective once application and payment are received.

(b) An application and first month's dues must be submitted to Wabash within 60 days of the employee's retirement date so their dependents will not be subject to a 3-month waiting period. Coverage for all other members will be subject to the 3-month waiting period with a 12-month exclusion from coverage for any pre-existing illness/condition.

Applications received after the 60 day period will be subject to a 90 day waiting period before coverage will go into effect, with a 12 month exclusion from coverage for any pre-existing illness / condition.

Spouses of employees, who have at least 5 years service with the NSC, or Wabash, may continue their membership after dissolution of marriage, death of the employee, or termination of the employee's membership.

Spouses, former spouses or widows of anyone employed by NSC no longer having coverage through the National Plan or another Hospital Association are eligible for primary coverage at the appropriate rate.

(c) Dependent children of Wabash members, enrolled in Wabash for no less than one year, may, when becoming of age, continue as independent members with primary coverage subject to payment of full dues and applicable waiting period.

(d) Parents or parents-in-law of Wabash Actives.

V. COBRA

Active NSC Employees and Wabash employees who would lose their membership in Wabash because of a "qualifying event" may elect to continue their membership for up to 18 months under the provisions of the Consolidated Omnibus Reconciliation Act of 1985. A "qualifying event" may mean one of the following events has occurred:

- Termination of your employment for any reason except gross misconduct. Coverage may continue for you and your eligible dependents.
- A reduction in hours worked by you. Coverage may continue for you and your eligible dependents.
- Your death. Coverage may continue for your eligible dependents.
- Divorce or legal separation from your spouse. Coverage may continue for that spouse and other eligible dependents.
- You become entitled to Medicare. Coverage may continue for eligible dependents.
- Loss of eligibility of a covered dependent child. Coverage may continue for that dependent.
- NS files a Title 11 bankruptcy petition.

It is the member's responsibility to notify Wabash when a member has a qualifying event that causes membership in Wabash to end, and Wabash will notify the affected member of the right to elect COBRA continuation membership. Affected members will then have 60 days to notify Wabash that COBRA continuation membership is accepted. The individual must pay full membership dues (plus a small administrative charge, if applicable). If COBRA continuation membership is not selected (and none of Wabash's other rules apply for continuing membership) membership in Wabash ends.

When COBRA Coverage Ends

Continuation of coverage ends on the earliest of:

- The date the maximum continuation period expires.
- The date the qualifying individual becomes entitled to coverage under Medicare, if the Medicare entitlement date is after the date that the individual elected COBRA coverage.
- The last period for which payment was made when coverage is cancelled due to non-payment of the required cost.
- The date the employer no longer offers a group health plan to any of its employees.
- The date the qualifying individual becomes covered under any other group health plan that does not exclude or limit coverage for a pre-existing condition the qualifying individual may have.

Also, this special COBRA continuation membership may be cut short before the 18 month period for any of the following reasons:

1. The employer no longer provides group health coverage to any of its employees;
2. The individual fails to pay membership dues within 30 days after they become due;
3. The individual becomes covered under another group health plan (as an employee or otherwise);
4. The individual becomes eligible for Medicare.

Also, if the member is eligible for and elects an alternative membership described in the preceding sections, the period of alternative membership may be considered part of the 18 month period for COBRA continuation membership. COBRA continuation membership is identical to the coverage which, as of that time, is being provided by Wabash to similarly situated employees whose coverage has not ended because of a qualifying event. If coverage for similarly situated employees change, coverage for COBRA continuation will change as well.

Further information about COBRA continuation membership may be obtained from the Wabash Administrative Office.

The COBRA continuation rules also apply to spouses and dependents that are covered under group policy GA-23000 and early retirees under GA-46000. The Plan Administrator for that policy will notify affected individuals about how the COBRA rules apply for spouses and dependents.

VI. Payment of Dues

Members whose dues are not deducted from their pay and / or remitted under Health and Welfare Agreements, will pay dues directly to Wabash. Dues must be paid within 15 days of the end of the last month for which dues were paid. Failure to remit dues within the 15-day time limit will result in suspension of membership and pending of claims payment until dues are paid. Late payment may also result in a 6 month waiting period before reinstatement of membership and pending of claims payment and enforcement of a 12 month exclusion for any pre-existing illness / condition.

VII. Active Member Armed Forces

Coverage will terminate on the date you become a full-time active member of the armed forces. Upon your return to active employment, your health coverage will be reinstated and pre-existing conditions and waiting periods are waived.

VIII. Reinstatement of Coverage Notification from Family Medical Leave - Upon your return to active employment, your health coverage will be reinstated and pre-existing conditions and waiting periods are waived.

IX. Courtesy Member

The Chairman of any General Grievance Committee from Crafts participating with Wabash as identified in the By-Laws shall be considered a Courtesy member, 'gratis', but with no health benefits provided. As such, they are entitled to all non-monetary privileges of Wabash members

CERTIFICATE OF INSURANCE The Health Insurance Portability and Accountability Act (HIPAA) requires that medical plans grant credit for prior coverage called credible coverage. Under HIPAA, your credible coverage from Wabash may reduce the exclusion period, if any, for a pre-existing medical condition under a new health plan. The law requires that each employee and dependent for whom coverage terminates for any reason be provided with a certificate indicating the length of time an individual was covered under the insurance plan. Wabash will issue you a certificate to provide you with evidence of your coverage in the Wabash medical plan shortly after your coverage termination date. Check with your new plan administrator to see if you need to provide this certificate. This certificate may also be required to buy a private insurance policy. When you receive this certificate, keep it in a safe place until you are ready to use it.

MEMBER RIGHTS

Your Right To Be Treated With Fairness and Respect You have the right to be treated with respect and fairness at all times. Wabash must obey laws against discrimination that protect you from unfair treatment. These laws say that we cannot discriminate against you (treat you unfairly) because of your race or color, age, religion, national origin, or any mental or physical disability you may have.

Your Right To The Privacy Of Your Medical Records There are federal and state laws that protect the privacy of your medical records and personal health information. We keep your personal health information private as protected under these laws. Any personal information that you give us when you enroll in this plan is protected. Generally, we must get written permission from you (or from someone you have given legal power to make decisions for you) before we can give your health information to anyone who is not providing your care or paying for your care. There are exceptions allowed or required by law, such as release of health information to government agencies that are checking on quality of care.

Your Right To Know Your Treatment Choices And Participate In Decisions About Your Health Care You have the right to get full information from your providers when you go for medical care, and the right to participate fully in decisions about your health care. Your providers must explain things in a way that you can understand. Your rights include knowing about all of the treatment choices that are recommended for your condition, no matter what they cost or whether they are covered by Medicare. You have the right to be told about any risks involved in your care. You must be told in advance if any proposed medical care or treatment is part of a research experiment, and be given the choice of refusing experimental treatments. You have the right to refuse treatment. This includes the right to leave a hospital or other medical facility, even if your doctor advises you not to leave. If you refuse treatment, you accept responsibility for what happens as a result of refusing treatment.

Receive Information About The Plan And Benefits Examine, without charge, at the Plan Administrator's office and at other specified locations (such as work sites and union halls) all documents governing the plan, and a copy of the latest annual report (form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Administration.

Upon written request to the plan administrator, you may obtain copies of documents governing the operation of the plan, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies. You may receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions By Plan Fiduciaries In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit

plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Information Rights If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Voting Rights Membership does not confer any voting right upon any person referred to as a “member”. Wabash by-laws (Page 29) confer the right to vote on all Wabash business to the Board of Managers.

MEMBER RESPONSIBILITIES

Member Etiquette A member’s responsibility includes acting in a way that supports the care given to other patients and promoting the smooth operation of your doctor’s office, hospital or other office.

Actively Participate In Your Healthcare Remember to give your doctor and other providers the information they need to care for you and follow the treatment plans and instructions that you and your doctors agree upon.

Update your Contact Information Members must notify Wabash of any change of address or status as a Medicare enrollee.

Contact Us Call Member Services at 888-800-9161 if you have any questions, concerns, problems or suggestions.

Healthcare Services

What is a PPO? A preferred provider organization (PPO) is a group of physicians and hospitals contracted with Wabash in an effort to reduce the effect of rising health care costs while providing quality care.

Wabash contracts with Blue Cross/Blue Shield to provide PPO services for you and your eligible dependents. BCBS is a national PPO network designed for Labor Organizations and will provide coverage while traveling in most areas of the country. You may look up providers in the BCBS network on their website at www.bcbs.com.

Members Residing Within 20 Miles of The Decatur Outpatient Clinic Members who reside within 20 miles of Decatur must use the Wabash Clinic for their Primary Care Physician (PCP). Treatment by specialists provided to members within the 20-mile radius will only be covered by Wabash if the member was referred to the specialist by the Wabash Clinic Physician. Under

some circumstances this rule may be waived for members who have other insurance that is primary to their Wabash coverage.

Pre-Existing Conditions

A pre-existing condition is any illness, injury or condition (excluding pregnancy) for which medical advice, diagnosis, care or treatment (including prescribed drugs) was recommended by or received from a physician or practitioner during the six months prior to the enrollment date. The 12-month exclusion period will be reduced by any credible coverage (not including any coverage preceding a break in coverage of 63 days or more) determined to exist under a previous health plan. You must provide a certificate or other documentation of your coverage or your dependent's coverage. These limitations on coverage of pre-existing conditions are intended to comply with at least the minimum requirements of the Health Insurance Portability and Accountability Act of 1996 (H.R. 3101)

Pre-Notification Requirement

As a condition to receiving full benefits under the plan, you or your provider must precertify the following services and supplies with WMHA Provider Review at least 48 hours in advance of you or a covered dependent receiving them:

1. Hospital / Inpatient Admissions - All inpatient admissions to any hospital or inpatient facility (e.g., community hospital, psychiatric hospital, or a residential treatment facility). Exception for Emergency Admissions: If the admission is an emergency, you must notify WMHA Provider Review within the later of: the first 48 hours of admission or on the first business day following a weekend or holiday admission.
2. In addition, the following outpatient procedures / supplies:
 - All Outpatient MRIs
 - High-price injectibles
 - CAT scans
 - PET scans
 - Outpatient mental health visits

Medical Emergency

If you have a medical emergency, get medical help as quickly as possible. Call 911 for help or go to the nearest emergency room. You do not need to get permission first from a PCP (primary care provider) or other plan provider.

Claims

COORDINATION OF BENEFITS

General Provision - The combined benefits payable by this Plan and all other group plans will not exceed 100% of the eligible expense incurred. The plan assuming primary payor status will determine benefits first without regard to benefits provided under any other group health plan.

When this plan is the secondary payor, it will pay, subject to all plan provisions, the balance of remaining eligible expenses, not to exceed normal plan liability. It will be the responsibility of the patient to submit explanations of payment from the primary carrier to Wabash.

Assignment of Benefits - All benefits payable by the plan are automatically assigned to the provider of services or supplies, unless evidence of previous payment is submitted with the claim. Payments made in accordance with an assignment are made in good faith and release Wabash's obligation to the extent of the payment. Payments will also be made in accordance with any assignment of right required by a state Medicaid plan.

Covered Services - Covered Services means the medical care, services, supplies and equipment that are covered by Wabash. The General Exclusion sections tells more about services that are not covered.

Skilled Nursing Facility - A skilled nursing facility provides nursing and rehabilitation services in a subacute setting. To be a covered benefit paid by Medicare, a daily need for advanced nursing or therapy services must be documented. See appropriate schedule for benefit provided.

Preventive Services

Immunizations

Pneumonia Vaccine

Flu Shots, once a year in the fall or winter. You can get this service on your own, without a referral from your physician - as long as you get the service from a Plan Provider.

Other vaccines if you are at high risk

Mammography Screening (You can get this service on your own, without a referral from your physician)

One baseline exam between the ages of 35 and 39

One screening every 12 months for women age 40 and older

PAP smears, pelvic exams and clinical breast exam (for all women, PAP tests, pelvic exams and clinical breast exams are covered once every 24 months)

If you are at high risk of cervical cancer or have had an abnormal PAP test and are of childbearing age: One PAP test every 12 months

Prostate Cancer Screening Exams (for men over 50, the following are covered once every 12 months)
Digital rectal exam
Prostate Specific Antigen (PSA) test
Cardiovascular screening blood tests
Cholesterol and other lipid or triglyceride level blood tests for the early detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease). Contact your claim representative for information on how often we will cover these tests.

Assignment of Benefits - All benefits payable by the plan are automatically assigned to the provider of services or supplies, unless evidence of previous payment is submitted with the claim. Payments made in accordance with an assignment are made in good faith and release Wabash's obligation to the extent of the payment. Payments will also be made in accordance with any assignment of right required by a state Medicaid plan.

Filing Deadline - Wabash must receive claims within fifteen months from the date of service to provide benefit coverage.

Exclusions - Any Services, equipment or supplies not approved by Medicare.
Effective Date, Prior To Expenses incurred for services rendered prior to the effective date of coverage under this Plan.

Experimental / investigational equipment, services or supplies not approved by the FDA. Exceptions as may be waived after review by the Plan Administrator and the Medical Director on a case by case basis if prescribed by a physician and evidence of medical necessity is present.

Illegal Involvement Any condition, disability or expense sustained as a result of being engaged in: An illegal occupation; commission or attempted commission of an illegal act; intentional or accidental atomic explosion or other release of nuclear energy, whether in peacetime or wartime; participation in a civil revolution or a riot; duty as a member of the armed forces of any state or country; or a war or act of war which is declared or undeclared.

Late Claim Any claim not submitted within 15 months from the date of service

Medically Necessary Services, supplies or treatment not deemed medically necessary by a competent, licensed medical professional.

No Obligation Services or supplies for which there is no legal obligation to pay, or expenses which would not be made, except for the availability of benefits under this Plan.

Provider Not Prescribed Treatment not prescribed or recommended by a certified or licensed health care provider.

Provider, Non-Covered Services rendered by anyone other than a covered health care provider such as family member or friend.

Worker's Comp Type Any condition or disability sustained as a result of being engaged in an activity primary for wage, profit or gain, and that could entitle the covered person to a benefit under the Worker's Compensation Act or similar legislation.

Other Than Wabash Responsibility

No benefits are payable for conditions covered by services or indemnifications or reimbursement available through any Government agency, or under any Workmen's Compensation or Employer's Liability Law.

Specific Exclusions

- Abortions Abortions, except where necessary to protect the life of the mother.

- Acupuncture Acupuncture or acupressure except for anesthetic purposes or otherwise approved by Medical Director on a case by case basis.

- Breast Breast removal, or other prosthetic implants that were (1) inserted in connection with cosmetic surgery, regardless of reason for removal or (2) not inserted in connection with cosmetic surgery, the removal of which is not medically necessary.

- Burial Expenses Burial expenses.

- Comfort Items Personal comfort or service items while confined in a hospital, such as, but not limited to, radio, TV, telephone and guest meals.

- Contraceptives Applies to any Plan that does not have a drug benefit. Contraceptives, vitamins and nutritional supplements, including prenatal vitamins, regardless of whether or not a physician's prescription is required.

- Cosmetic Cosmetic Surgery

- Counseling Marital Counseling

Dental	Dental care except when treatment is required as a result of an accidental injury or documented medical necessity.
DME	Durable medical equipment except as available through Hospice or Home Health Care.
Drug Test	Drug screen testing except as may be required prior to admission to a substance abuse program.
Employment Physicals	Employment physicals.
Eye	Treatment of a refractive error, including the fitting of eyeglasses or lenses, orthoptics, vision therapy or supplies.
Infertility	Treatment for infertility.
Non-Prescribed	Drugs, medicines or supplies that do not require a physician's prescription and / or FDA approval.
Nursing Home	Nursing home care except for non-Medicare physician visits.
Private Duty	Private Duty Nursing
Private Room	Difference between private and semi-private room charges unless deemed medically necessary.
Sanitarium	Sanitarium, rest or custodial care.
Telephone	Telephone calls or telephone consultations.
Transportation	Medivan Transportation.
TB	Treatment for tuberculosis. Wabash will provide benefits for diagnosis only. However, the Wabash will assist the patient in obtaining treatment at a sanitarium operated by Federal, State, County or other municipal subdivision in the territory where the member resides.

Other Than Wabash Responsibility

No benefits are payable for conditions covered by services or indemnifications or reimbursement available through any Government agency, or under any Workmen's Compensation or Employer's Liability Law.

Lack of Coverage for Treatment Required Due to Actions/Omissions of Person(s) Legally Liable for Injury, Illness or Disease

(a) For all purposes of this section of these General Rules, the following definitions shall apply to the Capitalized terms hereof unless such definition or construction works an absurd result:

1. "Action" - shall mean any claim, demand, cause of action, lawsuit (actual or threatened), litigation, proceeding pursuant to any worker's compensation legislation of any state (or similar legislation), proceeding pursuant to any federal statutory liability legislation (including, but not limited to, claims pursuant to the Federal Employers' Liability Act or FELA, 45 U.S.C. §51, et seq., as said Act now exists or may hereafter be amended from time to time), arbitration proceeding, mediation proceeding, or proceeding instituted to collect from any person (or any insurance carrier under any "no fault" provision of any state or where direct actions against insurers are permitted), which recovers, requests, or seeks monies, benefits, compensation or reimbursement for any actual or claimed injury, damage, loss, cost, expense, compensatory damages, consequential damages, or punitive or exemplary damages to, or suffered by, the Claimant (as defined herein), or derived from any injury, damage, loss, cost, or expense of the Claimant (as defined herein). The term "Action" shall exclude therefrom any claim against Wabash (as defined herein).

2. "Benefits" - shall mean any and all treatments, medical devices, examinations, therapies, diagnoses, pharmaceuticals, funds, monies, reimbursement, or payment on behalf of the Claimant (as defined herein) to any healthcare provider thereof, or other monies, funds, or things of value provided to, or for the benefit of, the Claimant (as defined herein) by Wabash (as defined herein) as a result of any claim or request by the Claimant (as defined herein) for such benefits arising from, or connected with, the Incident (as defined herein), and also shall include any waiver of any obligation otherwise owing to Wabash (as defined herein) from the Claimant (as defined herein) including, but not limited to, any waiver of payment of dues owed to Wabash (as defined herein) as well as any amount otherwise payable from Claimant's (as defined herein) employer or former employer to Wabash (as defined herein)

3. "Claimant" - shall mean the member of Wabash (as defined herein) or beneficiary under the Plan (as defined herein), together with any and all agents, employees, attorneys, advisors, administrators, executors, successors and assigns, and any Person (as defined herein) working for or on behalf of said Claimant (specifically excluding the Wabash (as defined herein)), who seeks or requests, or has obtained, Benefits from Wabash for an injury, damage, claim, allegation, assertion, cost, expense and/or fee caused, or alleged to have been caused, by a Responsible Person.

4. "ERISA" - shall mean the Employee Retirement Income Security Act of 1974, as amended, P.L. 93-406, 88 Stat. 829, 29 U.S.C. §§ 1001 et seq., any successor legislation thereto and applicable regulations promulgated thereunder by the United States Department of Labor, a department of the United States of America, and/or the United States Department of the Treasury, a department of the United States of America.

5. "Incident" - shall mean that event, occurrence or happening from which the Claimant (as defined herein) has alleged, asserted or claimed (or is alleging, asserting or claiming) that the RP (as defined herein) is liable or responsible to the Claimant (as defined herein) for any injury, illness, disease, harm, damage, claim, cost, expense and/or fee.

6. "Person" - shall mean any individual, sole proprietorship, entity, corporation, partnership, association (whether incorporated or unincorporated), trust, limited partnership, limited liability company, limited liability partnership, estate, joint venture, joint stock company, government (or department, agency or other subdivision thereof) or other entity recognized by law.

7. "Plan" - shall mean that (or any) welfare benefits plan administered by Wabash (as defined herein) pursuant to ERISA (as defined herein).

8. "Responsible Person" or "RP" - shall mean any Person (as defined herein) other than the Claimant (as defined herein) and Wabash (as defined herein), who (or which) is, or is claimed to be, responsible or liable to the Claimant (as defined herein), either directly or indirectly, in any Action (as defined herein), for any injuries, damages, claims, allegations, assertions, costs, expenses and/or fees, and any and all agents, employees, directors, officers, partners, trustees, members, attorneys, advisors, insurers, parent corporations, subsidiaries, administrators, executors, successors and assigns, and any person or entity working for or on behalf of said Person (as defined herein).

9. "Wabash" - shall mean Wabash Memorial Hospital Association, an Illinois unincorporated not for profit association, which currently maintains its principal offices at 1501 North Water Street, within the City of Decatur, County of Macon, State of Illinois, and where applicable, its directors, managers, officers, employees, advisors, and successors and assigns. Where appropriate in the context used, the term "Wabash" also shall include the "Plan" (as defined herein).

(b) Neither Wabash, nor the Plan, is responsible for, and neither will provide coverage for treatment on account of, any illness, disease, injury, harm, damage, loss, cost, expense and/or fee for which some RP possesses, or is claimed by the Claimant to possess, legal liability or responsibility therefor. Only to the extent as herein described, may Wabash provide Benefits to, or for the benefit of, a Claimant:

1. As soon as reasonably practicable, the Claimant shall inform Wabash, in writing, of the existence of any Action, describe with reasonable detail the Incident and execute an agreement with Wabash, reasonably acceptable to Wabash's legal counsel, wherein the Claimant agrees to abide by the terms hereof and abide by the terms of said agreement entered into in order to effectuate the terms hereof.

2. Where the Claimant has suffered an illness, disease, injury, harm, damage, loss, cost, expense or fee, for which the Responsible Person possesses liability or responsibility as alleged by the Claimant, and the Claimant has expressly informed Wabash of the RP's liability (or claimed liability) associated therewith, but recovery from said RP is expected to require a period of time while the Claimant has incurred, and/or is incurring, liabilities for treatments, medical devices, examinations, therapies, diagnoses and/or pharmaceuticals associated with the aforementioned illness, disease, injury, harm, damage, loss, cost, expense or fee, Wabash may, in the discretion of Wabash, advance Benefits to, or for the benefit of, the Claimant in accordance with the terms and provisions hereof.

3. The Claimant must be an adult with legal capacity to enter into contracts of the type and nature of the contract described herein, and the Claimant must warrant such capacity and that acceptance by the Claimant of the duties and undertakings described herein and/or within any contract with Wabash executed by the Claimant, is not a breach, violation or default of any duty or obligation owed by the Claimant under any other contract, agreement or lawful undertaking by the Claimant.

4. The Claimant shall reimburse Wabash for all Benefits provided to, or for the benefit of, the Claimant by Wabash, which Benefits arise from, are connected or associated with or are the result of the Incident, which reimbursement shall: (i) be made immediately upon receipt by the Claimant, or the legal right by the Claimant to receive, payment from the RP for any injury, illness, disease, harm, damage, claim, cost, expense and/or fee associated with the Incident, whether the Claimant's receipt, or right to receive such payment arises from judgment, arbitration award, settlement, agreement or otherwise; (ii) be equal to the sum of the value of all Benefits, received from Wabash, by, or for the benefit of, the Claimant, due to, arising from, or connected with, the Incident, without regard to whether such Benefits were provided as a result of a direct injury, loss, damage or harm arising from the Incident or any aggravation(s) thereof; (iii) be made to Wabash without decrease, apportionment, or reduction in any manner, or for any reason whatsoever, and the requisite reimbursement to Wabash of the benefits shall be in full for all Benefits described herein.

5. The Claimant shall, in a form and manner reasonably acceptable to Wabash, pledge, grant and assign to Wabash a lien on any right to receive monies, funds, consideration, or things of value and such monies, funds, consideration, or things of value received from (or on behalf of), or to be received from, any RP, which lien shall be in addition to, and shall supplement, any lien provided Wabash by law. Any and all proceeds recovered by the Claimant, or recovered on the Claimant's behalf, from any RP shall be subject to said lien, and the Claimant shall ensure that any RP be provided with notice of the lien created hereby prior

to any acceptance of funds, monies, assets or things of value by the Claimant from the RP (or on behalf the RP).

6. Wabash shall be fully and completely subrogated to the Claimant's rights and claim against the RP, which subrogation shall mean that Wabash has the right to recover the full and total amount of Benefits provided to, or for the benefit of, the Claimant as a result of the Incident, which subrogation also shall include any access fee paid to any provider network discounting any medical claim of the Claimant.

7. The Claimant shall fully and completely: (i) cooperate with Wabash in pursuit of any Action and the reimbursement, in full, to Wabash of the Benefits; (ii) provide to Wabash such notices and information as may be reasonably required by Wabash for Wabash to protect its rights and interests hereunder, which notices shall specifically include, but not be limited to, prior notification of any settlement, arbitration hearing, mediation session, or trial between the Claimant and the RP as such may relate to the Incident; (iii) provide to Wabash, upon reasonable request, any and all documents supporting the position of the Claimant in any Action, together with medical records, medical reports, x-rays, or other diagnostic records of the Claimant associated with any injury or claim arising from the Incident; (iv) refrain from taking any action, or permit such action, to impair or prejudice the interests of Wabash as herein described and/or as may be set forth within any agreement between the Claimant and Wabash; and (v) execute any and all authorizations required or requested by Wabash for delivery to the RP in order to authorize and direct said RP to make payment in full to Wabash out of the first funds which are otherwise payable to the Claimant by reason of any claim or cause of action which the Claimant might possess on account of, or in any way related to, the Incident.

8. The Claimant is barred and prohibited from settling, compromising or diminishing any Action without providing notice of said intent to Wabash as provided herein, and, in the event Wabash objects to such proposed settlement or compromise, the Claimant will not settle, compromise or diminish said Action unless, and until, the Claimant makes provision for reimbursement and payment to Wabash, in full, for all Benefits.

9. Except as expressly provided herein, the Claimant shall not cause, nor will the Claimant permit, any settlement, assignment, pledge or transfer of any Action (in whole or in part), any right or interest therein, or any proceeds therefrom, without the express written permission of Wabash, nor will the Claimant authorize any settlement or compromise of any Action, or any right associated therewith, without the express written permission of Wabash. Further, the Claimant will not provide, or permit, payment to any other person or entity possessing a derivative claim arising from, or associated with, the Incident unless and until Wabash receives full payment and reimbursement for all Benefits.

10. The Claimant shall provide a copy of any Notice from Wabash or agreement with Wabash which relates to the Incident and/or the rights of Wabash hereunder to any and all attorneys representing the Claimant in any Action, and will provide further a copy thereof to

any Responsible Person, as well as any insurer and/or attorney of any Responsible Person (as such may be known to the Claimant).

11. In the event that the Claimant fails or refuses, within a reasonable period of time, to institute an Action, the Claimant hereby provides, grants, and assigns to Wabash, the right to bring any Action or to sue to recover any Benefits, and hereby authorizes Wabash to utilize the name of the Claimant in any such action. Notwithstanding anything to the contrary herein, the Claimant further agrees to provide a written assignment of any claim held by the Claimant (which claim arises from or is associated with the Action) to Wabash upon written request from Wabash to do so.

Nothing contained herein shall constitute, or be interpreted or construed to constitute a duty or obligation of Wabash to pursue any Action or prosecute any claim, and Wabash shall not owe to the Claimant (or any other Person) any duty or obligation to protect any interest which the Claimant (or any other Person) might possess, or claim to possess, against the RP or any other Person. Moreover, Wabash shall have no duty or obligation to resolve any such Action (or claim) for the benefit of the Claimant, and Wabash may settle or compromise any such Action for such amount, and on such conditions and terms, as deemed proper and appropriate by Wabash in its sole and exclusive discretion without regard to any interest(s) of the Claimant in such proceedings or claim.

The Claimant may preclude Wabash from pursuing any right or action herein described by satisfying, in full, the reimbursement to Wabash for all Benefits provided to, or for the benefit of, the Claimant and arising from or associated with the Incident.

12. The Claimant hereby irrevocably appoints Wabash (and any of Wabash's officers, employees or agents designated by Wabash), with full power of substitution by Wabash, as the Claimant's true and lawful agent and attorney with full irrevocable power and authority in the place and stead of the Claimant and in the name of the Claimant or in Wabash's own name, from time to time in Wabash's discretion, for the purpose of carrying out the terms and provisions hereof, to take any and all appropriate action and to execute any and all documents and instruments which may be reasonably necessary or desirable to accomplish the purposes here. The Claimant hereby ratifies all that said agent(s) or attorney(s) shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable. Any failure by Wabash to give the Claimant prior notice of actions taken by Wabash hereunder shall not affect the validity or enforceability of any such actions, nor shall Wabash incur any liability or penalties for such failure. The powers conferred on Wabash hereunder are solely to protect the interests of Wabash in its rights of reimbursement from any proceeds of any Action and shall not impose any duty upon Wabash to exercise any such powers.

13. The Claimant shall (and shall execute an agreement to provide that the Claimant shall): (i) defend, indemnify, reimburse and hold harmless Wabash and its respective managers, directors, officers, attorneys, employees, agents, insurers and representatives (hereinafter in

this Section referred to individually and collectively as the “Indemnitees”) from any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements (including reasonable attorney’s fees and expenses) (for the purposes of this Section the foregoing are collectively called “Indemnified Liabilities”) for whatsoever kind or nature which may be imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this section of the General Rules or in any other way connected with the Incident, the provision by Wabash of the Benefits or the enforcement of any of the terms hereof or the preservation of any rights hereunder; provided, that no Indemnitees shall be indemnified pursuant to this Section for Indemnified Liabilities to the extent caused by the gross negligence or willful misconduct of such Indemnitees; (ii) pay to, or reimburse, Wabash for, any and all fees, costs and expenses of whatever kind or nature incurred in connection with the preservation or protection of Wabash’s rights hereunder, including, without limitation, all fees and advances, costs and expenses in connection with protecting, maintaining or preserving Wabash’s rights through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to the undertakings herein described to the fullest extent allowed and/or permitted by ERISA; (iii) without limiting the application of any other duty or language herein described, the Claimant shall pay, defend, indemnify, reimburse and hold harmless each of the Indemnitees from and against any Indemnified Liabilities which such Indemnitees may suffer, expend or incur in consequence of or growing out of any misrepresentation by the Claimant in the Claimant’s obtaining of Benefits from Wabash to the fullest extent allowed or permitted by ERISA.

14. While any indebtedness or obligation is owing to Wabash hereunder, the Claimant shall not enter into any agreement, relationship, or understanding, with any Person which impairs, or diminishes (or purports to impair or diminish), any rights, claims, or interests, of Wabash hereunder, or in the Action, and to the extent any later agreement, relationship, or understanding is effectuated to the contrary, said later agreement, relationship, or understanding shall be deemed void and unenforceable.

15. Upon any receipt by the Claimant or Person acting on behalf of the Claimant, of monies, funds, or things of value from any RP, the Claimant will immediately pay to Wabash, in good and collectible United States funds, the entire amount owed to Wabash hereunder, which payment shall be made no later than thirty (30) days after receipt of such funds by the Claimant. Should the Claimant fail, for any reason whatsoever, to remit such funds to Wabash as required hereunder in the time period set forth herein, the Claimant agrees that the Claimant will pay to Wabash (in addition to all other amounts owed by the Claimant to Wabash) interest accruing on any unpaid balance of funds owed to Wabash hereunder at the rate of ten percent (10%) per annum (exclusive of the thirty (30) day period set forth above) until the entire balance is paid in full.

16. The proceeds or funds paid to Wabash by the Claimant hereunder shall be applied as follows: (i) first, to the payment of any and all reasonable expenses and fees (including reasonable attorneys’ fees and disbursements) incurred by Wabash in connection

with the exercise of its rights and remedies hereunder; (ii) second, in satisfaction of accrued but unpaid interest owed by the Claimant to Wabash; (iii) third, to satisfy (inasmuch as may be appropriate) the principal balance owed to Wabash by the Claimant for the Benefits provided to, or for the benefit of, the Claimant; and (iv) fourth, to any other debt or amount owed to Wabash by the Claimant.

17. The Claimant should understand that Benefits paid or provided by Wabash to the Claimant, or on Claimant's behalf, are made under the condition that the Claimant will execute such written authority as may be required to enable Wabash to recover said Benefits upon recovery by the Claimant of any funds, monies, consideration, or things of value from any Responsible Person, and the Claimant shall execute such necessary documents and cooperate in order to ensure that Wabash receives such reimbursement.

(c) The Claimant shall notify Wabash immediately of any settlement or resolution of any Action, which notification shall be in writing.

(d) For a period of twenty-four (24) months after the date of resolution of any Action, Wabash shall be indemnified from the cost of any medical care related to the injury, illness or disease for which the Claimant has received monetary compensation from, or on behalf of, the RP, and during said period, no benefits shall otherwise be available from Wabash for the

Claimant for any injury, harm, disease or illness described by the Claimant as arising from the Incident.

18. For any and all healthcare benefits, treatments, medical devices, examinations, therapies, diagnoses, pharmaceuticals, funds, monies, reimbursement, or payments made by Wabash to, or for the benefit of, the Claimant, or other monies, funds, or things of value provided by Wabash to, or for the benefit of, the Claimant as a result of any claim or request by the Claimant for such benefits following the date of the Incident, a presumption shall arise that such shall be included within the definition of "Benefits" hereunder and shall be reimbursed by the Claimant to Wabash, in full, in the same manner as other Benefits are to be reimbursed by the Claimant to Wabash in full hereunder.

For any and all healthcare benefits, treatments, medical devices, examinations, therapies, diagnoses, pharmaceuticals, funds, monies, reimbursement, or payment made by Wabash to, or for the benefit of, the Claimant, or other monies, funds, or things of value provided by Wabash to, or for the benefit of, the Claimant as a result of any claim or request by the Claimant for such benefits following the date of the Incident, and for which the Claimant advances or asserts any claim, demand, assertion or allegation of liability therefor against an RP, a conclusive presumption shall arise that such shall be included within the definition of "Benefits" hereunder and shall be reimbursed by the Claimant to Wabash, in full, in the same manner as other Benefits are to be reimbursed by the Claimant to Wabash in full hereunder.

The presumption(s) herein described shall not arise or exist to the extent that the Claimant truthfully and accurately informs Wabash in writing that such later occurrence, event, treatment or healthcare benefit is unrelated to the Incident, and Wabash acknowledges receipt of such written notification by a written communication from Wabash to the Claimant, and Wabash agrees with the information contained within the Claimant's written notification to Wabash.

19. Unless otherwise provided by the Claimant in writing to Wabash, all notices or written communications to the Claimant by or from Wabash may be sent by first class mail deliverable by the United States Postal Service with postage fully prepaid at the address for the Claimant as held or recorded by Wabash on its books and records. Reasonable alternatives to use of the United States Postal Service also shall be permitted. The Claimant is free to authorize Wabash to communicate directly with an attorney or representative of the Claimant, and Wabash shall comply with such authorization until revoked or modified by the Claimant as such may be allowed by applicable law.

20. Where practicable, Wabash shall endeavor to communicate reasonably with the Claimant in connection with matters known to Wabash and material to the matters herein described.

21. In case or in the event that any provision in or obligation hereunder shall be deemed invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions rights, interests or obligations hereof shall not in any way be affected or impaired thereby.

22. To the extent not otherwise governed by ERISA and/or federal common law interpreting or applying ERISA, the law governing the rights, duties and interests herein described shall be the laws of the State of Illinois, notwithstanding the conflict of laws provisions thereof. Any provision of any other law of any state providing for satisfaction of duties otherwise owed by the Claimant to Wabash in an amount less than full reimbursement to Wabash of all Benefits provided by Wabash to, or for the benefit of, the Claimant (for example, and described solely for illustrative purposes, any "make whole" doctrine) shall be of no effect whatsoever.

23. Any and all notices, documents, or materials, required to be provided hereunder by the Claimant to Wabash, shall be deemed to have been provided when mailed with full postage prepaid and properly addressed to the following:

Wabash Memorial Hospital Association
Attention: Administrator
1501 North Water Street
Decatur, Illinois 62526

24. Wabash shall retain the right to compromise any lien or right of reimbursement herein described, but any such compromise thereof shall be within the sole and exclusive discretion of Wabash.

Appeals

APPEALS - Any member who questions or disagrees with the coverage determination on a claim may ask to have the claim reviewed. A written request for review must be submitted within 60 days of the claim determination. Please state the reason that the claim is thought to have been processed incorrectly. Be sure to include the member name and Social Security Number, as well as any supporting documentation. The request for review should be submitted to:

Appeals Committee - Wabash Memorial Hospital Association
PO Box 1340 - Decatur, IL 62525-1340

Notification of the final review decision will be sent to the member within 60 days of the date the request is received in the Administration Office. Second level appeals of post-service claims will be decided by the Plan Administrator within a reasonable period of time, but not later than 30 days after the Plan Administrator receives the appeal. The Plan Administrator's decision will be provided to you in writing, and if the decision is a second denial, the notification will include the necessary information.

If the time required for a standard review would seriously jeopardize the life or health of the member, a request for an expedited review may be submitted. This type of request may be submitted by phone or fax. A decision will be made within 72 hours of receipt of a request for an expedited review.

An extension up to 10 working days is permitted for a 72 hour appeal, if the extension of time benefits you; for example, if you need time to provide Wabash with additional information or if we need to have additional diagnostic tests completed.

If conditions arise where the medical staff of Wabash is unable to arrive at a diagnosis in a reasonable length of time, the member may request a referral for a second opinion, diagnosis, and / or treatment.

The ultimate decision on interpretation of benefits, rules and regulations is that of the Administrator with Right of Appeal to the Board of Managers. Thus, any benefits payable under the Plan are subject to the discretion of the Administrator, and any review of the Administrator's decision would be subject to a highly deferential standard, and that the Administrator is empowered to determine, in his discretion, whether a claim is payable properly under the terms of the plan.

Any concerns regarding services by Wabash staff or panel physicians should be directed to: Administrator, The Wabash Memorial Hospital Association, PO Box 1340, Decatur, IL 62525.

Support For Your Appeal - You are not required to submit additional information to support your request for services or payment for services already received. Wabash is responsible for gathering all necessary medical information, however, it may be helpful to you to include additional information to clarify or support your position.

For example, you may want to include in your appeal request information such as medical records or physician opinions in support of your appeal. To obtain medical records, send a written request to your primary care physician. If your medical records from specialist physicians are not included in your medical record from your primary care physician, you may need to make a separate written request to the specialist physician (s) who provided medical services to you. Wabash will provide an opportunity for you to provide additional information in person or in writing. If you decide to appeal and want help with your appeal, you may have someone else help you.

RELEASE OF INFORMATION

The Wabash Memorial Hospital Association (Wabash) has adopted this Release of Information Policy to comply with legal and accreditation standards governing release of Protected Health Information (PHI) and the regulations requirement to protect the security of electronic health information, as well as our duty to protect the confidentiality and integrity of confidential medical information as required by law, professional ethics, and accreditation requirements.

General Principle

Wabash has a legal and ethical responsibility to preserve the privacy and confidentiality of patient information. Accordingly, all personnel will adhere strictly to this basic principle: Prior consent of the patient is required before release or disclosure of patient information except where a specific law or regulation or the internal administrative needs of the facility require or permit such access without patient consent.

Compliance with Laws and Regulations

These policies and practices shall be consistent with state and federal laws and regulations that contain provisions relating to the release of information from patient records.

Administration is responsible for reviewing the laws and regulations specified in the Appendix A to this policy and any new laws and regulations, and amending this policy to comply with changed provisions.

The complete Release of Information document may be requested at no charge from Administration.

NOTICE OF SECURITY IN PLACE

The Security Rule is intended to provide National standards for reasonable and appropriate Administrative, Physical and Technical safeguards as they pertain to the electronic transmission of PHI (as previously defined). It is designed to protect the confidentiality, integrity and availability of electronic protected health information. Wabash has measures in place to insure that unauthorized persons or entities are unable to gain access to electronic PHI transmitted through the Internet, Extranets, Private networks, leased lines or dial-up lines. Wabash also asserts that any employee or fiduciary of Wabash who violates these measures are subject to disciplinary action.

Wabash also ensures that any agent or subcontractor with whom electronic PHI is shared also agrees to implement reasonable and appropriate security measures to protect the information.

THE EFFECTIVE DATE OF THIS SECURITY NOTICE SHALL BE APRIL 1, 2005.

NEWBORNS' AND MOTHER'S HEALTH PROTECTION ACT OF 1996

Under Federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by Cesarean section. However, the plan, or issuer may pay for a shorter stay if the attending provider (e.g., your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

Also, under Federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48 hour (or 96 hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under Federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce your out-of-pocket costs, you may be required to obtain pre-certification. For information on precertification, contact your plan administrator.

WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998

Under the Women's Health and Cancer Rights Act, members eligible for medical / surgical benefits relating to mastectomies have coverage provided for reconstruction of the breast operated on, and/or surgery/reconstruction of the other breast, and/or prosthesis and treatment of physical complications at all stages of mastectomy.

Rights - Under ERISA law, all plan participants are entitled to examine, without charge, at designated locations, all documents filed by the Plan with the Department of Labor. Members may request copies of all plan documents and other plan information and expect to receive same in 30 days. Members must be provided a copy of the Plan's Annual Report summary. Members may not be discriminated against in the provision of benefits under the Plan. Remedies are available to members who feel the above rights have been violated. The Plan Administrator may be contacted for details.

Governing Law Notice

Many different laws apply to this booklet. Some additional provisions may apply to your situation because the law requires them. This can affect your rights and responsibilities even if the laws are not included or explained in this document. The principal law that applies to this document is Title XVIII of the Social Security Act by the Centers for Medicare and Medicaid Services (CMS). In addition, other Federal laws apply and, under certain circumstances, the laws of the State (s) in which you reside may apply.

Non-Discrimination Notice

When we make decisions about employment of staff, we do not discriminate based on a person's race, disability, religion, sex, sexual orientation, health ethnicity, creed, age or national origin. All organizations that provide Medicare Managed Care Plans and Health Care Prepayment Plans, like Wabash Association, must obey Federal laws against discrimination, including Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, all other laws that apply to organizations that receive Federal funding and any other laws and rules that apply for any other reason.

Grandfathered Status

Wabash believes that the plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act. As permitted by the Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when the law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Act that apply to other plans, but must comply with certain other consumer protections in the Act. You may contact the Employee Benefits Security Administration, U.S. Department of Labor at 866-444-3272 or www.dol.gov/ebsa/healthreform or U.S. Department of Health and

Human Services at www.healthreform.gov for protections that do not apply to the grandfathered health plans.

Board Disclaimer

Wabash acknowledges that errors and/or omissions could occur in the presentation of this document. The Board of Managers, through its Administrator, reserves the right to interpret this Handbook and its Rules and Regulations according to its original intent and not how it may appear through an error. They also reserve the right to amend this document as may be necessary from time to time.

Family And Medical Leave Act

The Family and Medical Leave Act of 1993 entitles eligible employees to take up to 12 weeks of unpaid leave during any 12-month period in order to care for a newborn or newly adopted child, to care for a seriously ill family member, or because of the employee's own serious illness. The Family and Medical Leave Act states that employers are to "maintain coverage under any 'group health plan'...for the duration of [FMLA authorized] leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave." Should you decide to take a Family and Medical leave, membership with the Wabash Health Plan will continue. During this time, you remit your dues directly to Wabash. For any Family or Medical leave taken beyond this time, Wabash would require the employee to pay the dues rate in effect at that time. We must have official notification from NSC of any employee being on a Family and Medical Leave.

Special Situations, Extension Of Coverage

If you qualify for an approved family or medical leave of absence (as defined in the Family Medical Leave Act of 1993), eligibility may continue for the duration of the leave if you pay any required contributions toward the cost of the coverage. Wabash has the responsibility to provide you with prior written notice of the terms and conditions under which payment must be made. Failure to make payment within 30 days of the due date will result in the termination of coverage.