

**THP INSURANCE COMPANY, INC.**  
**1110 Main Street Wheeling, WV 26003**

**Name of Insured: [Member Name]**

**Issue/Effective Date: [mm/dd/yyyy]**

**Monthly Renewal Premium: [\$000.00]**

**Policy/I.D. Number: [Hxxxxxxx]**

**MEDICARE SUPPLEMENT INSURANCE POLICY WEST VIRGINIA**

**PLAN C**

THP Insurance Company, Inc. (THP), certifies that you are entitled to coverage for the benefits provided by this Policy. All benefits are subject to the definitions, provisions, limitations and exceptions provided in this Policy.

**Guaranteed Renewal Provision.** You may renew this Policy at your discretion. To renew, pay the renewal premium when it is due. You must pay it by the due date or during the 31 days that follow. Unless there is a material misrepresentation, THP cannot refuse to renew this policy or place any restrictions on it if you pay the renewal premium on time.

**30 Day Right to Return.** You have the right to return this Policy within 30 days of its delivery for any reasons. You will receive a full refund of premium paid. Please return the Policy along with your written and signed cancellation request to THP Insurance Company, Inc.: 1110 Main Street Wheeling, West Virginia 26003

**Notice to Buyer:** This Policy may not cover all of your medical expenses.

**Please Read Your Medicare Supplement Insurance Policy Carefully.**

**FORM# WV: MS19C**

*Any questions or problems*, call or write the THP Customer Service Department  
1110 Main Street Wheeling, West Virginia 26003, (877) 847-7907, TDD: 711. website: [www.healthplan.org/medicare](http://www.healthplan.org/medicare).

Our hours are 8:30 a.m. to 5:00 p.m., Monday through Friday.  
To contact a Nurse on Call or the Utilization Review Staff after hours call: (800) 624-6961.

## Table of Contents

<b>ELIGIBILITY REQUIREMENTS</b>	<b>3</b>
<b>EFFECTIVE DATE</b>	<b>3</b>
<b>WHEN COVERAGE ENDS</b>	<b>3</b>
<b>IDENTIFICATION CARD (I.D. CARD)</b>	<b>3</b>
<b>PREMIUMS/CANCELLATION/REINSTATEMENT</b>	<b>3</b>
<b>SUSPENSION OF POLICY</b>	<b>5</b>
<b>DOUBLE RECOVERY PROHIBITED</b>	<b>5</b>
<b>EXCLUSIONS</b>	<b>5</b>
<b>APPEAL OF DECISION</b>	<b>6</b>
<b>GENERAL PROVISIONS</b>	<b>7</b>
<b>WHEN THERE IS A CLAIM</b>	<b>7</b>
<b>CLAIMS FOR EMERGENCY CARE IN A FOREIGN COUNTRY</b>	<b>8</b>
<b>DEFINITIONS</b>	<b>9</b>
<b>SCHEDULE OF BENEFITS</b>	<b>12</b>

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## ELIGIBILITY REQUIREMENTS

To be eligible for this Policy, You must be all of the following on or before January 1, 2020:

1. 65 years of age or older;
2. a resident of and domiciled with the State of West Virginia; and
3. enrolled in both Part A and Part B of Medicare.

## EFFECTIVE DATE

The Policy begins at 12:00 a.m. Standard Time on the Issue/Effective Date shown on page 1.

## WHEN COVERAGE ENDS

Your coverage ends on the earliest of:

1. The date You cancel or do not renew the Policy, or
2. On the expiration of the grace period, if the required premium is not paid; or
3. If THP discovers any false representation or concealment of material facts upon enrollment. THP will provide you with a Certificate of Coverage when your coverage ends.

## IDENTIFICATION CARD (I.D. CARD)

You will receive an I.D. card. This card has your name and Policy/I.D. number on it. Present Your THP I.D. card, along with Your Medicare red, white and blue card, when receiving healthcare services. Your receipt or possession of a THP I.D. card does not mean that you are automatically entitled to benefits.

The I.D. card is the property of THP. After coverage ends, use of the I.D. card is not permitted and may subject you to legal action.

## PREMIUMS/CANCELLATION/REINSTATEMENT

THP provides insurance coverage in return for premium payment. The first premium is due on the Issue/Effective Date. Future premiums are due on the first of each month.

**Premium Changes.** Since your benefits are tied to Medicare's deductible amounts, coinsurance amounts, copayment amounts and limits, premium and benefit changes are expected to occur each January. The premium may also increase each year due to an increase in your attained age. The changes may also be due to a new table of rates or a change in Medicare's benefit structure that changes the nature of the risk THP assumes. THP

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can change the premium rates for this Policy only if THP changes it for all policies like yours based on the state in which Your Policy was issued on a class basis. THP will provide you with written notice of any changes in the premium at least 31 days before the date of change.

**Grace Period.** You have a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. It will terminate at the end of the grace period if all premiums due are not paid. THP will require payment of all premiums for the period this coverage continues in force including the premiums for the grace period.

**Unpaid Premium.** When a claim is paid, any premium due and unpaid may be deducted from the claim payment.

**Reinstatement.** You may request reinstatement of Your Policy by THP. If Your Policy has lapsed for non-payment of premium and THP accepts a later payment without requiring an application, Your Policy shall be reinstated. If THP requires a written application, and issues a conditional receipt for the premium paid, this policy will be reinstated upon approval by THP or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless THP has previously notified You in writing of its disapproval of such application. The reinstated policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than ten days after such date. In all other respects THP and You shall have the same rights thereunder as they had under this policy immediately before the due date of the defaulted premium, subject to any provisions indorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty days prior to the date of reinstatement. Your Policy will be reinstated upon THP's approval of the application.

**Cancellation by You.** You may cancel this Policy at any time by written notice delivered or mailed to THP, effective upon receipt or any later date specified in the notice. THP will refund any unearned premium from the cancellation date on a pro-rata basis. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.

**Cancellation by THP.** THP cannot cancel this Policy for any reason other than what is specifically stated in this Policy.

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## SUSPENSION OF POLICY

The Policy may be suspended under the following circumstances.

1. Medicaid Entitlement.

If you have applied for and are entitled to benefits under Medicaid, You have the right to suspend coverage of Your Policy for a period of up to 24 months. You must request suspension within 90 days of becoming entitled to Medicaid. THP will return to you the portion of the premium attributable to the period of suspension subject to adjustment for paid claims.

If you lose entitlement to Medicaid within the 24 month period, coverage under this Policy will be automatically reinstated as of the termination of the Medicaid entitlement. THP must be notified within 90 days of your loss of Medicaid entitlement and the then current premium rate is paid.

2. Medicare Entitlement Due to Employment.

Your Policy will be suspended at Your request for any period that may be provided by federal regulation if You are entitled to Medicare (Section 226 (b) of the Social Security Act) and are covered under a group health plan as defined in Section 1862 (b)(1)(A)(v) of the Social Security Act.

If you lose your group health coverage, this Policy will be automatically reinstated as of the termination date of group health coverage. THP must be notified within 90 days of your loss of group health coverage and the then current premium rate is paid.

Reinstatement of this Policy pursuant to 1 and 2 a b o v e:

- (a) Will not be subject to any waiting period for pre-existing conditions;
- (b) Will provide coverage that is substantially equivalent to the coverage in effect before the date of suspension; and
- (c) Will provide for premium class terms that are at least as favorable as the premium class terms that would have applied had the Policy not been suspended.

### DOUBLE RECOVERY PROHIBITED

It is not the intent of this Policy that you recover, from all sources, more that the total incurred healthcare expenses.

### EXCLUSIONS

Benefits will not be paid for any expenses which are not determined to be Medicare eligible expenses by the Federal Medicare Program or its administrators, except as otherwise specified.

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You are responsible for any financial obligation on non-covered benefits.

### **APPEAL OF DECISION**

Any dispute arising out of or related in any manner to the Policy is subject to certain administrative procedures that must be exhausted by the party claiming rights under the Policy, such as the Insured, authorized representative or beneficiary(ies) (collectively, "Insured") prior to the Insured pursuing any other remedy that may be available in law or equity.

1. If THP makes a decision which the Insured wishes to appeal, a written request must be sent within 60 days of the date of THP's written notice of that decision. The appeal should be addressed to THP, Attn: Appeal Coordinator at one (1) of our administrative offices. See page 1 for addresses.
2. The Insured's written request must provide:
  - (a) the Policy or I.D. number, name of the Insured, and a written statement of the reasons for the appeal and the facts of the matter; and
  - (b) Copies of any evidence or other supporting documentation.
3.
  - (a) Within 45 days after the date of receipt of a timely filed request for reconsideration, THP must provide written notice to the Insured that:
    - (i) the decision has been reversed or modified;
    - (ii) the decision has been reaffirmed; or
    - (iii) Additional information is being requested from the Insured (which shall include any information from third parties, such as healthcare providers).
  - (b) Within 30 days after the additional requested information is received, THP must notify the Insured as provided in (3)(a) (i) and (ii) above.
  - (c) If the Insured does not provide the additional information requested within 60 days of the requesting date, THP will reconsider the decision based on the information in the file.

**Other Options.** You also have the right to request a review by the Department of Insurance that has jurisdiction. You must exhaust the above appeal process before this review is available to you.

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You may contact the Department of Insurance at the following address:

West Virginia Insurance Commission  
Consumer Services Division  
P.O. Box 50540  
Charleston, WV 25305  
(304) 558-3386 or (888) 879-9842

## GENERAL PROVISIONS

**Entire Contract; Changes.** The entire contract of insurance consists of: this Policy, the application, any supplemental application made a part of the Policy and any endorsement, addendum, amendment or riders attached to the Policy. No change in this Policy will be effective until approved by one (1) of THP's executive officers. This approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**Time Limit on Certain Defenses.** After two (2) years from the Issue/Effective Date of this Policy no misstatements, except fraudulent misstatements, made by You in the application for this Policy shall be used to void this Policy or to deny a claim for loss incurred (as defined in the Policy) commencing after the expiration of the two (2) year period. No statement you make can be used in a contest unless it is in writing and signed by you.

No claim for loss incurred or disability (as defined in this Policy) commencing after two years from the date of issue of this Policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this Policy.

**Misstatement of Age.** If your age has been misstated in the application for insurance under the Policy, the benefits payable will be those which the premiums paid would have purchased upon your correct age, otherwise, there will be an equitable adjustment of premiums.

## WHEN THERE IS A CLAIM

**Notice of Claim.** THP must receive written notice of a claim within 20 days, or as soon as reasonably possible, after a covered loss occurs. If available, please provide your name and Policy/I.D. number and a copy of the Medicare Explanation of Benefits (EOMB). Notice can be delivered or mailed to one (1) of our administrative offices. See page 1 for addresses.

**Claim Forms.** When THP receives notice of claim, THP will send any forms needed for filing Proof of Loss. If these forms are not sent within 15 days after THP receives notice of claim, the Insured will be deemed to have met the requirements of Proof of Loss by giving THP written statement and the extent of the loss. THP must receive this statement within the time limit stated under Proof of Loss.

**Proof of Loss.** Written proof of loss must be given to THP within 90 days after such loss. If it

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was not reasonably possible for you to give THP proof in the time required, THP will not reduce or deny the claim for this reason if the proof is filed as soon as possible. In any event, the proof required must be given no later than one (1) year from the time specified unless you were legally unable to do so.

**Legal Action.** No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been given as required by this Policy. No such action may be brought after three (3) years from the time written Proof of Loss is required to be given.

**Payment of Claims.** Claims for benefits provide by this Policy will be paid as soon as complete written proof is received. All benefits are paid directly to the provider, unless you direct THP otherwise. If a benefit is unpaid at your death or, if THP feels you are not able to give a valid receipt for payment, the benefit will be paid as follows: to your spouse, parent, child (ren), brother(s), sister(s) or estate. Any payment THP makes in good faith will fully discharge THP to the extent of the payment.

**Physical Examination.** THP, at THP's expense, has the right to have you examined as often as reasonably necessary while a claim is pending.

**Conformity with State Statutes.** Any provision of this Policy which, on its Issue/Effective Date, is in conflict with the laws of the state in which you live on that date is amended to conform to the minimum requirements of such laws.

**Choice of Law.** This insurance Policy and claims arising under it are governed by the laws of the state where you signed the initial application for this Policy, exclusive of such state's choice of law provisions.

**Right of Recovery.** THP may recover the amount of any part of a payment that THP determines to be an overpayment if THP initiates the recovery process on or before two (2) years after the date of the overpayment. THP's right to recovery is not limited in the case of provider fraud.

**Time of Payment of Claims.** Indemnities payable under this Policy for any loss, other than loss for which this Policy provides any periodic payment, will be paid immediately upon, or within thirty days after, receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

## **CLAIMS FOR EMERGENCY CARE IN A FOREIGN COUNTRY**

For services received outside the United States for emergency care, you must send THP an itemized bill with a diagnosis for services received. Itemized bills should be translated into English whenever possible. Generally, Medicare does not cover services received in a foreign country, so an Explanation of Medical Benefits (EOMB) may not be available. Please contact

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THP's Customer Services Department for assistance in filing a claim for emergency care received in a foreign country.

Depending on the THP Medicare Supplement plan you selected, you may or may not have coverage for emergency care in a foreign country.

## DEFINITIONS

### **Benefit Period or Medicare Benefit Period.**

A period of time for which benefits are payable. It begins on the first day you are confined in a hospital and ends after you have been out of the hospital or skilled nursing facility for 60 consecutive days.

### **Calendar Year.**

The unit of time used to measure Medicare Part B benefits. It begins on the Policy Issue/Effective Date and ends December 31 of that year. Then it is the period from January 1 through December 31 of each following year.

### **Coinsurance.**

The percentage of the Medicare approved amount you have to pay after you pay the deductible for Part A and/or Part B.

### **Confined or Confinement.**

Is an admission to a hospital or skilled nursing facility as a registered bed patient (inpatient) receiving services under the direction of a physician. The hospital or skilled nursing facility must be approved for payment by Medicare.

### **Healthcare Expenses.**

Expenses associated with the delivery of healthcare services.

### **Hospice**

An agency or organization that mainly provides palliative care to terminally ill patients.

### **Hospital.**

An institution licensed and operated primarily as a general or special acute care facility giving inpatient healthcare services for medical and surgical cases.

### **Injury.**

Bodily damage caused by a direct result of an accident and occurs while the Policy is in force. This does not include injuries for which benefits are provided under any Workers' Compensation, employer's liability or similar law, or motor vehicle no-fault plan, unless prohibited by law.

### **Insured.**

The individual eligible for coverage under this Policy.

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**Medicaid.**

The "Health Insurance for the Aged Act," Title XIX of the Social Security Amendments of 1965, as then constituted or later amended.

**Medicare.**

The "Health Insurance for the Aged Act," Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended.

**Medicare Approved Amount.**

The amount of payment Medicare determines to be reasonable for a service that is covered by Medicare. It may be less than the actual charge.

**Medicare Eligible Expenses.**

Expenses of the kinds covered by Medicare, "Parts A and B" to the extent recognized as reasonable and medically necessary by Medicare.

**Medicare Lifetime Reserve Copayment Amount.**

The fixed amount per day Medicare does not pay during the 60 Medicare Lifetime Reserve Days Medicare allows. It is set each year by Medicare.

**Medicare Lifetime Reserve Days.**

The extra 60 hospital days Medicare allows. You can use Medicare Lifetime Reserve Days if you have a long illness and have to stay in the hospital for than 90 days. Medicare Lifetime Reserve Days are not renewable and may be used only once.

**Medicare Part A Copayment Amount.**

The fixed amount per day Medicare does not pay from the 61<sup>st</sup> day through the 90<sup>th</sup> day of hospital confinement during a Benefit Period. It is set each year by Medicare.

**Medicare Part A Deductible.**

The fixed amount Medicare does not pay during the first 60 days of hospital confinement during a Benefit Period. It is set each year by Medicare.

**Medicare Part B Coinsurance Amount.**

The amount Medicare does not pay for Medicare Part B expenses. It is set each year by Medicare.

**Medicare Part B Deductible.**

The fixed amount Medicare does not pay each calendar year under Medicare Part B benefits. It is set each year by Medicare.

**Physician.**

A licensed doctor of medicine, doctor of osteopathy or doctor of dental surgery, acting within the scope of his/her license. Medicare may under certain circumstances, define other healthcare providers as physicians. For the purposes of this Policy, we will use Medicare's

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definition of physician. The physician may not be you or a member of your immediate family.

**Policy.**

The contract issued to the Insured providing benefits described.

**Respite Care.**

Short-term inpatient care to relieve family members caring for you.

**Sickness.**

An illness or disease of an Insured person which first manifests itself after the effective date of the insurance and while the insurance is in force.

**Skilled Nursing Facility (SNF).**

An inpatient facility that provides services to Insureds requiring 24-hour a day skilled nursing care. This care is provided directly by or requires the supervision of registered professional nursing staff. It also may include other skilled rehabilitative services. The facility must meet Medicare requirements. SNF does not include a facility chiefly for mental disease or chemical dependency services or custodial, rest or domiciliary care.

**THP.**

THP Insurance Company, Inc., a West Virginia domestic stock insurance company, domiciled in West Virginia, (licensed in Ohio and West Virginia).

**You, Your and Yours.**

Refer to the Insured named on the Policy.

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**THP INSURANCE COMPANY, INC. (THP)  
MEDICARE SUPPLEMENT PLAN C West Virginia**

**SCHEDULE OF BENEFITS**

This Schedule of Benefits pays for deductibles, coinsurance and other parts of healthcare expenses that Medicare does not pay and may provide some additional benefits. Amounts paid under this Schedule of Benefits will be changed automatically to coincide with any changes in the applicable Medicare deductible and coinsurance amounts.

The benefits listed below shall not duplicate benefits provided by Medicare. These benefits are subject to the Exclusions and Limitations Section of this Schedule of Benefits.

If you are confined to a hospital or Skilled Nursing Facility on the date coverage is terminated, the benefits of this Policy will be extended to the date you are discharged from or transferred out of such facility, at which time coverage will cease.

**Plan C  
Benefits**

**Medicare Part A Coinsurance Amount for Days 61-90.** THP will pay for the Medicare Part A coinsurance amount for days 61-90 of a hospital stay in each Medicare benefit period. The amount of this coinsurance is set each year by Medicare. In 2022, the coinsurance amount is \$389 per day.

**Medicare Part A Coinsurance Amount After the 90<sup>th</sup> Day.** After the 90<sup>th</sup> day, while you use Your Medicare Lifetime Reserve Days (total of 60 per lifetime), THP will pay for the Medicare Part A coinsurance. The amount of this coinsurance is set each year by Medicare. In 2022, the coinsurance amount is \$778 per day.

**After all Medicare Hospital Benefits are Exhausted, Coverage for 100% of the Medicare Part A Eligible Hospital Expenses.** THP will provide coverage for 100% of the Medicare Part A eligible hospital expenses after all of Your Medicare hospital benefits have been used including Your Medicare Lifetime Reserve Days. This coverage is limited to a maximum of 365 days of additional inpatient hospital care during your lifetime. You may be responsible for payment when hospital benefits under this Policy are exhausted.

**Blood Benefit.** THP will provide coverage under Medicare Parts A and B for the reasonable cost of the first three (3) pints of blood or equivalent quantities of packed red blood cells per calendar year, unless this blood is replaced.

**Hospice Care.** THP will provide coverage for the coinsurance amount for Part A Medicare eligible hospice care and respite care expenses.

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**Medicare Part B Coinsurance.** THP will provide coverage for the coinsurance amount for Part B medical services (generally 20% of Medicare-approved amount) or if you receive hospital outpatient department services under a prospective payment system, the copayment amount, after the \$233 annual deductible is met. Part B covers doctor bills, laboratory services, outpatient hospital services and some medical supplies.

**Coverage for the Medicare Part A Inpatient Hospital Deductible.** THP will pay all of the Medicare Part A inpatient hospital deductible amount per benefit period. The amount of this deductible is set each year by Medicare. In 2022, the deductible is \$1,556 per benefit period.

**Coverage for the Skilled Nursing Facility Coinsurance amount.** THP will pay billed charges up to the skilled nursing coinsurance amount Medicare does not pay from the 21st through 100th day of Skilled Nursing Facility confinement per benefit period eligible under Medicare Part A. The confinement must meet the Medicare criteria for admission to a Skilled Nursing Facility. This Benefit does not include custodial care or treatment for substance abuse or mental disorders. In 2022, the coinsurance amount is \$194.50 per day, for days 21-100 per benefit period.

**Coverage for the Medicare Part B Deductible.** THP does pay the Part B Medicare deductible per calendar year. In 2022, the Part B Medicare deductible is \$233 per calendar year.

**Emergency Care in a Foreign Country.** THP will pay 80% coverage for medically necessary emergency care received in a foreign country, after you pay a \$250 deductible. The emergency care must be medically necessary emergency hospital, physician or medical care received in a foreign country, which would have been Medicare eligible coverage, if the care had been received in the United States. The emergency care must have begun during the first 60 consecutive days of each trip out of the United States. Foreign emergency care is covered up to a lifetime maximum benefit of \$50,000.

## **Exclusions and Limitations**

1. Services not covered by Medicare (non-Medicare eligible expenses) are not covered services, unless specifically stated in this Policy.
2. Benefits shall not include duplicate payments for any procedure paid by Medicare.
3. Services furnished before the Issue/Effective Date of coverage, or after the effective date of termination, are not covered services, unless specifically stated in this Policy.

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## **Amendment**

Amendment effective date: 01/01/2022

Your policy has changed. This amendment to your member handbook reflects the changes.

### **HOUSEHOLD DISCOUNT:**

A household premium discount will apply to Insureds who reside with at least one other active THP Medicare Supplement Insured within a household. The Medicare eligible adult must be either 1.) your spouse; 2.) someone with whom you are in a civil union partnership; or 3.) a permanent resident in your home. A household is defined as a condominium unit, a single-family home, or an apartment within an apartment complex.

The discount will apply only while this criterion is met. This discount will be offered to eligible Insureds and when the Insured is no longer eligible, the discount will be discontinued.

This amendment makes no other changes to the member policy.

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Ryan Ralston  
Chief Financial Officer

MS22AM