IRON ROAD

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IRON ROAD HEALTHCARE

Rules and Regulations
For
60/30 Plus Members

2022

Updated October 7, 2021

IRON ROAD HEALTHCARE

PO Box 161020 • Salt Lake City, UT 84116-1020 • PHONE: 800-547-0421 • FAX: 801-595-4399

Contents

GENERAL INFORMATION

This document reflects the 60/30 Plus Plan in effect as of January 1, 2022.

READ THESE REGULATIONS CAREFULLY AND KEEP THEM WHERE THEY CAN BE FOUND FOR REFERENCE.

Additional copies will be furnished at any time upon request to Iron Road Healthcare, hereafter "Iron Road" (or the 'Plan"), Business Office.

Members are urged to utilize the services of Iron Road Healthcare Network Providers. The responsibility for obtaining the services of an available Iron Road Healthcare Network Provider is entirely that of the Member, family, or personal representative.

If you fail to utilize the services of a Iron Road Healthcare Network Provider, you may be responsible for all or part of the expenses incurred for your care.

The names and addresses of Iron Road Healthcare Providers can be obtained from the Iron Road Healthcare Office, or on the Internet at www.ironroadhealthcare.com.

All correspondence must include your identification number located on your Iron Road Healthcare health insurance card. To file a health claim, refer to Article VIII.

There are provisions in these Regulations for temporary emergency treatment when a Iron Road Healthcare Network Provider is not available. However, such treatment is very limited and strictly enforced.

To maintain membership, payment of Iron Road Healthcare dues must be continuous.

Members who become eligible for Medicare, regardless of the reason must accept Medicare coverage, both Part A and Part B, and are advised to promptly write or call Iron Road Healthcare for proper instructions. Failure to accept full Medicare coverage will result in the loss of your Iron Road Healthcare membership. The address is:

Iron Road Healthcare
P.O. Box 161020
Salt Lake City, Utah 84116

Phone: **(801) 595-4300**

Railroad line: **8-595-4300** or Toll free **1-800-547-0421**

Remember, it is your responsibility to know your benefits. If you are in doubt or have any questions whatsoever, you should contact Iron Road.

Members should consult the Pharmacy Benefit Guide for pharmacy benefits in conjunction with this plan and advise your doctor to prescribe accordingly.

An employee who applies for an annuity and has received Railroad Retirement Board (RRB) award notification, will not be eligible for benefits under the Challenger Health Plan for Active Members. Such a person is eligible for benefits under the Iron Road Healthcare Rules and Regulations for 60/30 Plus Members.

PLAN TELEPHONE NUMBERS & ADDRESSES

Care Coordinators

P.O. Box 161020
Salt Lake City UT 84116-1020

Telephone: **800-547-0421**

Behavioral Health Care Inpatient and Intensive Outpatient Admissions

PRE-CERTIFICATION REQUIRED

Call: **866-776-4793**

Customer Service

P.O. Box 161020
Salt Lake City, Utah 84116-1020

Telephone: **800-547-0421**
801-595-4300
www.ironroadhealthcare.com
help@ironroadhealthcare.com

Mail Order Pharmacy (Depot Drug)

Depot Drug Mail Order Pharmacy
P.O. Box 165090
Salt Lake City, Utah 84116-5090

Telephone: **800-331-6353**
Fax: **801-595-4440**
www.ironroadhealthcare.com
e-prescribe: Depot Drug Salt Lake City, Utah

Mail Order Pharmacy (OptumRx home delivery)

Telephone: **1-800-880-1188**

Walk-In Pharmacies

	Depot Drug Pharmacy **221 S Jeffers Street, Suite 2** **North Platte, NE 69101-5371**	**Depot Drug Pharmacy** **UP Headquarters Building** **1400 Douglas Street (STOP 0050)** **Omaha, NE 68170-0050**
Telephone:	**308-534-8886**	**402-544-3697**
Fax:	**308-534-7825**	**402-501-0475**
e-prescribe:	Depot Drug North Platte, Nebraska	Depot Drug Omaha, Nebraska

Complete Sleep Program

P.O. Box 161020
Salt Lake City, Utah 84116

Telephone: **833-878-2727**

ARTICLE I - DEFINITION OF TERMS

For the purpose of these Rules and Regulations:

a) **Iron Road Healthcare** means Iron Road Healthcare.

b) **Board** means the Board of Trustees of Iron Road Healthcare as described in Article IV.

c) **Member** means a member who is paying dues to Iron Road.

d) **60/30 Plus Member** means a Pensioned Employee who retires from the ages of sixty (60) to sixty-four (64) with thirty (30) years or more of service. Coverage under this Plan terminates at the time the 60/30 Plus Member becomes eligible for Medicare benefits, at which time membership benefits of Iron Road Healthcare shall convert to Medicare Pensioner coverage for supplemental benefits.

e) **Company** means the Union Pacific Railroad Company or its subsidiaries and affiliated companies whose employees are now or may hereafter become associated with Iron Road Healthcare by the payment of dues.

f) **Iron Road Healthcare Network Provider** means any physician, facility, or service under contract with UPREH S to provide services to Iron Road Healthcare Members. The term includes a Iron Road Healthcare Provider and a Iron Road Healthcare Facility.

g) **Emergency** means a medical condition manifesting itself by symptoms including acute symptoms of sufficient severity (including severe pain) that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention could result in serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child; serious impairment to bodily functions; serious dysfunction of any bodily organ or part.

h) **Domicile or Custodial Care** means the type of care, wherever furnished and by whatever name called, that is designed primarily to assist an individual in meeting his or her activities of daily living.

i) **Skilled Nursing Facility** means an institution that meets the following criteria:

   i. It is operated under the applicable laws, and is Medicare certified.

   ii. It is under the supervision of a licensed physician or registered nurse (RN) who is devoted full-time to supervision.

   iii. It is regularly engaged in providing room and board and continuously provides twenty-four (24) hours a day skilled nursing care of sick and injured persons during the convalescent stage of an injury or sickness.

   iv. It maintains a daily medical record of each patient who is under the care of a duly licensed physician.

   v. It is authorized to administer medication to patients on the order of duly licensed physicians.

   vi. It is not, other than incidentally, a home for the aged, blind or deaf, a hotel, a domiciliary care home, a maternity home or a home for substance abuse or mental health treatment.

j) **Home Health Care** means medically necessary, cost-effective, services provided by a licensed home health agency to a Member in his/her place of residence that is prescribed by the Member's attending physician as part of a written plan of care if it means the Member can remain at home safely instead of a hospital or skilled nursing facility.

k) **Hospice** means a licensed agency that operates within the scope of such license providing palliative care and treatment of patients with a life expectancy of six (6) months or less where the focus is

the acknowledgment of death and dealing with its physical and psychological aspects. Hospice must meet the following criteria:

i. It is approved under any required state or governmental Certificate of Need.
ii. It provides service twenty-four (24) hours a day, seven (7) days a week.
iii. It is under the direct supervision of a licensed physician.
iv. It has a nurse coordinator who is a registered nurse with four (4) years of full-time clinical experience. Two of these years must involve caring for terminally ill patients.
v. It has a social service coordinator who is licensed in the area in which it is located.
vi. The main purpose of the agency is to provide hospice services.
vii. It has a full-time administrator.
viii. It maintains written records of services given to the patient.
ix. Its employees are bonded. It provides malpractice and mal-placement insurance.
x. It is established and operated in accordance with any applicable state laws.

l) **Plan Allowable** means for in-network health care services, the charge on the Iron Road Healthcare fee schedule for the goods or services or, if none, the lesser of the billed charge(s) or those established by Iron Road Healthcare for those health care services in the area. For out-of-network health care services payment will be based on the lesser of the billed charge(s) or those established by Iron Road Healthcare for those health care services in the area.

m) **Iron Road Healthcare RN Care Coordinator** is a licensed Registered Nurse who works for Iron Road Healthcare to help Members of all plans coordinate appropriate health care services.

ARTICLE II - OBJECT AND PURPOSE

Section 1

The object and purpose of UPREHS shall be to furnish medical, surgical and hospital benefits to:

a) Sick and injured Members of Iron Road Healthcare and certain dependents of such Members as designated by the Board.

b) Pensioned Employees and eligible spouses.

Section 2

Iron Road, by means of the funds collected, will endeavor to furnish comprehensive medical care to those entitled to benefits, subject to the limitations of these Rules and Regulations, without gain or profit to Iron Road. The funds of Iron Road Healthcare shall be used solely in carrying out the object and purpose of Iron Road.

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ARTICLE III - FUNDS AND PROPERTY OF HEALTH SYSTEMS

Section 1

It is the duty of all officers, employees and Members of Iron Road Healthcare having any property of Iron Road Healthcare to see that it is carefully preserved. Loss of such property must be reported promptly to the President. Any loss or damage through negligence will be chargeable to those entrusted with its care.

Section 2

No Member, former Member, employee, former employee, pensioned employee or spouse shall have any vested right in the funds or property of Iron Road Healthcare. All funds and property shall belong to the Union Pacific Railroad Employes and be used for the object and purpose of Iron Road Healthcare as set forth in Article II hereof. No Member shall be entitled to any refund of dues because of leaving Iron Road Healthcare for any other cause except that upon request refunds will be made to next of kin when a Member dies for those amounts covering monthly dues beyond the month in which death occurred which were paid in advance by such Member.

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ARTICLE IV – ADMINISTRATION

Section 1 - Board of Trustees

All business and affairs of Iron Road Healthcare shall be under the management and control of a Board of Trustees that shall consist of eleven (11) Members of Iron Road, four (4) to be appointed by the President of the Union Pacific Railroad Company and five (5) to be elected by the General Chairmen (in the case of the Brotherhood of Sleeping Car Porters, by a designated representative of that Brotherhood employed by Company) of fourteen (14) Cooperating Railway Labor Organizations. One from each of the groups of said organizations, as follows:

Group 1	United Transportation Union
Group 2	Brotherhood of Locomotive Engineers
Group 3	Transportation and Communications Union
	American Railway Supervisors Association, Inc.
Group 4	Brotherhood of Railway Carmen
	Brotherhood of Railroad Signalmen
	Dining Car Employees Union, Local No. 372
	Protective Order of Dining Car Waiters, Local No. 465
	Brotherhood of Sleeping Car Porters as more particularly set forth in the Bylaws of the Corporation
Group 5	International Association of Machinists
	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers
	Sheet Metal Workers International Association
	International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers
	Brotherhood of Maintenance of Way Employees

Two (2) Trustees shall be the General Chairmen elected by the membership of the two (2) railway labor organizations that have the largest number of former Members of the Missouri Pacific Employees' Health Association who are Participating Employees under the plan offered by the Company (or the designee of each such General Chairman).

The Board of Trustees shall have the authority and responsibility for administering Iron Road Healthcare Regulations. The Board of Trustees shall have the right to use its full discretion in construing and resolving any discrepancies regarding the use of application of any term or provision of these Rules and Regulations.

Section 2 - President

The Board shall appoint the President.

The President shall, under the direction of the Board, have immediate supervision of business affairs of Iron Road. All questions concerning the business administration and professional services of Iron Road Healthcare will be decided by the President, subject only to an appeal to the Board, whose decision on appeal shall be final and binding on the parties concerned.

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When a Member wishes to appeal a decision of the President or District Surgeon to the Board of Trustees, such appeal must be taken at least ninety (90) days prior to the date of any meeting of the Board. No later than sixty (60) days prior to the meeting, the complainant or representative or local or general chairman will send to the President a statement outlining the facts and setting forth the Member's position. The President will, in turn, cite the rules or other factors upon which the decision was based. The President will then prepare the appeal for consideration of the Board of Trustees and will forward a copy of the completed docket to each Member of the Board not later than thirty (30) days prior to the date of the meeting. The President will also notify the Member or representative of the date on which the appeal will be heard before the Board. The Board of Trustees will consider no appeal if such appeal is not taken within two (2) years from the date of the decision of the President upon which the appeal is based. In reaching its decision, the Board has discretionary authority to make factual findings and to interpret these Rules and Regulations.

ARTICLE V - OPERATING FUNDS

Section 1 - Source of Funds

Monthly dues in amounts as determined by the Board necessary to carry out the object and purpose of Iron Road, paid to Iron Road Healthcare by all Members, in the manner provided in these Regulations.

Payments made by the Company through agreement with the National Carriers Conference Committee and the Cooperating Railway Labor Organizations.

Section 2 - Payment of Dues by Pensioned Employee Member

Employees who apply for retirement (annuity), must also make a Pensioned Employee application to the Iron Road Healthcare within thirty (30) days after the date of filing for disability or age retirement (annuity) with remittance of dues for the first three (3) applicable months as determined by the President for continued membership. If at any period of time coverage is incorrectly provided under the Challenger Plan when the Member should be in another Retiree Plan, Iron Road Healthcare shall apply all associated benefits incorrectly provided under the Challenger Plan to the appropriate Retiree Plan, taking into consideration the applicable benefits

and/or lifetime maximum(s) for that Retiree Plan. Failure to make written application or failure to remit dues in advance within the time limits set forth, shall automatically and without notice terminate the right of the pensioned employee to thereafter contribute and receive benefits set forth in the appropriate Iron Road Healthcare Summary Plan Description(s).

PENSIONED EMPLOYEE means a former employee with 60 months or more of compensated service during the last period of service with the Company, Iron Road, or with a labor organization representing employees of the Company, who is receiving an annuity under the Railroad Retirement Act or Social Security, and who at the time of applying for annuity was:

(i) In the service of the Company, Iron Road or such labor organization, or on furlough with seniority and rights to recall retained, or carried on a craft seniority roster with the designation “physically disqualified”; and,

(ii) Was, on the last day of service with the Company, Iron Road, or such labor organization, a member of Iron Road, (and who, in the case of an employee on authorized leave of absence, furlough or physical disqualification, continued membership by payment of dues during the period on leave, furlough or physical disqualification.) Time off on authorized leave of absence or during furlough when seniority and rights to return to service are retained, or for discharge in cases where employees are subsequently reinstated, will not constitute a break in service under this provision; provided, however, that no former employee will be considered to be a “Pensioned Employee” unless such employee has 12 months of continuous membership in Iron Road Healthcare immediately prior to the time of applying for annuity.

ARTICLE VI –BENEFITS

Section 1 - Benefits

The payment of dues to Iron Road Healthcare shall entitle Members to all the benefits of Iron Road Healthcare as deemed medically necessary subject to the exceptions and conditions set forth as follows:

a) Except as otherwise provided by the Plan, health care services received from a

b) Iron Road Healthcare Network Provider are payable at 100% of the contracted rate less any applicable copay (s) and or co-insurance.

c) Except as otherwise provided by the Plan, health services received from an out-of- network provider, regardless of referring provider, will be reduced to 40% of Plan Allowable. If Network Providers are not available, exceptions may be made by contacting an Iron Road Healthcare Care Coordinator in advance. You may be responsible for paying the difference between billed charges and the Iron Road Healthcare Plan Allowable.

d) All benefit payments are subject to the Plan Allowable.

e) Members may locate participating physicians and facilities by contacting the Iron Road Healthcare office (800) 547-0421 or by searching the Iron Road Healthcare website: www.ironroadhealthcare.com.

Section 2 - Hospital Benefits

The Member is responsible for all in-patient admissions and applicable co-payments.

a) Prior to admission to a hospital, except in case of an Emergency, precertification is required. The number for precertification is on the Iron Road Healthcare Health Insurance Card. Your provider or the hospital can obtain precertification on your behalf. To avoid claims payment penalty, you need to confirm precertification was completed before your hospital admission.

b) In the event of an Emergency admission, precertification must be requested within 1 working day (excluding weekends and holidays) of the Emergency.

c) You, your family or personal representative, the hospital or your attending physician, whether a Iron Road Healthcare Network Physician or Non-Iron Road Healthcare Network physician, can obtain precertification.

d) Care in a skilled nursing facility not to exceed thirty (30) days during a calendar year. Precertification required. The number for precertification is on the Iron Road Healthcare Health Insurance Card.

e) Failure to comply with precertification requirements and recommendations will result in benefits being payable at 60% of the Plan Allowable (i.e., 24% of the Plan Allowable otherwise reimbursable at 40% of the Plan Allowable and 60% of the Plan Allowable for claims otherwise reimbursable at 100% of the Plan Allowable.) The Member is responsible to pay a $250 co-payment for all in-patient admissions.

Section 3 - Services of Physicians

a) Iron Road Healthcare Network Providers shall render medical and surgical treatments to Members. Lists of Iron Road Healthcare Providers are available from the Iron Road Healthcare Office or on the Internet at www.ironroadhealthcare.com. The use of out-of-network providers will be paid at 40% of the Plan Allowable Amount.

b) The Member is responsible to pay a $30 co-payment ($45 for specialty physicians) for each office visit. The co-payment is to be made to the physician at the time of the visit and applies to covered benefits.

c) Telemedicine Visits - Doctor on Demand. Member is responsible to pay the applicable co-payment for each telemedicine visit with Doctor on Demand. Iron Road Healthcare only reimburses telemedicine through Doctor on Demand. Member will be responsible for the entire cost of telemedicine visits through other online telemedicine. A Doctor on Demand telemedicine visit allows a physician to provide focused care at a time and location convenient for you. With video, they can look, listen and engage with you to diagnose and provide an effective treatment plan through a mobile device such as your iPad, computer or smart phone. (Types of services include: cold & flu, sore throat, UTIs, travel illness, sports injuries, skin issues/rashes, diarrhea & vomiting, eye conditions)

Section 4 - Home Health Care

Home Health Care requires precertification by a Iron Road Healthcare RN Care Coordinator and is covered when deemed medically necessary.

Section 5 - Prescription Drugs

Prescriptions must be written by a licensed physician. Only medication listed in the Iron Road Healthcare Pharmacy Formulary will be a benefit.

Generic drugs have been changed to have two Tiers. Tier 1 includes all low cost generic drugs. Tier 1 generic drug copayments remain the same at $9 for a 90-day supply from Depot Drug Mail Pharmacy or $15 for a 30-day supply from participating retail network pharmacies. You need to obtain 90-day supplies of Tier 1 drugs when using the Depot Drug Mail Pharmacy.

Tier 2 includes much more expensive generic drugs. Tier 2 generic drug copayments are $10 for a 30-day supply from the Depot Drug Mail Pharmacy and $20 for a 30-day supply from participating retail network pharmacies.

Tier 3 Preferred Brand co-payments are $20 at Depot Drug pharmacies and $40 co-payment at retail pharmacies. Tier 4 Non-Preferred Brand co-payments are $75 at Depot Drug pharmacies and $100 at retail pharmacies.

Tier 5 - OptumRX Specialty Pharmacy

If you are currently taking or newly prescribed a Tier 5 specialty drug, you must use OptumRX specialty pharmacy. Your physician can fax your prescription to OptumRX at **1-800-218-3223**, or you or your physician can call OptumRX at **1-800-850-9122**. OptumRX has trained specialists to help you and your physician obtain and manage your specialty drug through your course of treatment. You will be charged 25% co-insurance minus any available manufacturer, state or other assistance programs are applied.

Find your drug within the formulary list

There are two ways to determine the tier level of a drug.

MEDICAL CONDITION (THERAPEUTIC CATEGORY) List

Medical conditions are listed alphabetically, and the drugs used to treat those conditions are also listed alphabetically by name. For example, drugs used to treat pain are listed under the category *Analgesics* and then alphabetically by name. You can also locate the drug name by using the Alphabetical List described next.

If you have trouble finding your drug in the Medical Condition Category List, do a control F and type in the drug name to search. Generic drugs are listed in lower-case italics within the formulary lists. Brand name drugs are capitalized in the formulary lists. Mail order pharmacy can only ship 90-day supplies of Tier 1 prescription drugs.

Using drug Tiers

You may view or print a detailed formulary list on our website at www.ironroadhealthcare.com, or call Customer Service at **1-800-547-0421** for more information. Following is a description of the types of drugs included in the formulary Tiers available under the Iron Road Healthcare Active & Early Retiree Plans plan:

TIER 1: Preferred Generic drugs. Remember! You pay just $9 for a 90-day supply of any Tier 1 generic drug from the Depot Drug Mail Pharmacy. Generic drugs appear in italicized small letters.

TIER 2: Generic drugs. This is a new generic Tier for 2017 and includes higher cost generic drugs that are not in Tier 1. Generic drugs appear in italicized small letters.

TIER 3: Preferred Brand Name drugs. Brand Name drugs appear in capital letters.

TIER 4: Non-Preferred Brand Name covered drugs that are not included in Tier 3. The other drug tiers include many other drug options in place of these Tier 4 drugs.

TIER 5: Specialty drugs. These medications must be obtained through specialty pharmacy. You or your physician can call Optum Specialty Pharmacy at **1-855-427-4682** or fax your prescription to **1-877-342-4596**. Optum Specialty Pharmacy has trained specialists to help you manage your specialty drug through your course of treatment. Tier 5 specialty drugs require PA (prior authorization) through Catamaran/OptumRx at **1-800-626-0072**. The costs for specialty drugs will not apply to the yearly prescription drug cap for Early Retirees. The cost does apply to the lifetime maximum benefit amount for Early Retirees. The cost of the drug will not accumulate towards yearly maximum out of pocket expenses. You will be charged 25% co-insurance minus any available manufacturer, state or other assistance programs.

Column Descriptions in the Medical Condition formulary list

Drug Class: This is the Medical Condition to which the drug is assigned. Drugs are listed alphabetically in their Drug Class and the drugs within the class are listed alphabetically by name.

Drug Name: This is the name of the drug that is covered on the Iron Road Healthcare formulary.

Copayment Tier: This is the Tier placement for the drug. Tier levels define your copayment amount for that drug. See the Copayment Chart on a previous page of this book.

BI - BENEFIT Indicator: This column provides additional coverage information for certain drugs.

LB (Lifetime Benefit): Iron Road Healthcare provides certain specialty drugs only once per lifetime. The course of treatment must be completed. Optum Specialty Pharmacy at **1-855-427-4682** must be notified at 1-855-427-4682 if you plan a course of treatment with one of these drugs.

PA (Prior Authorization): Iron Road Healthcare requires you or your physician to get prior authorization for certain drugs. This means that you will need to get approval through Catamaran/OptumRx at 1-800-626-0072 before you fill your prescriptions. If you don't get approval, Iron Road Healthcare may not cover the drug.

RO (Retail Only): There are certain drugs that Depot Drug Mail Pharmacy does NOT supply. Because of complex requirements applied to dispensing these drugs, Iron Road Healthcare has determined that it is in our member's best interest to have these drugs supplied through your local participating retail network pharmacy and not in the mail.

QL (Quantity Limit): For certain drugs the amount we can supply in any one prescription or fill within 30 days is limited either by regulations or Iron Road Healthcare determinations. Quantity limits are set for your protection. The QL indicator identifies these drugs. For example, a drug with QL 18/30 means that 18 tablets in 30 days are allowed, or the prescribed amount if fewer than 18.

ST (Step Therapy): In some cases, we require you to first try certain drugs to treat your medical condition before we will cover another drug for that condition. For example, if Drug A and Drug B both treat your medical condition, we may not cover drug B unless you try Drug A first. If Drug A does not work for you, then we will cover Drug B.

Column Descriptions in the Alphabetical List

DRUG NAME: This is the name of the drug that is covered on the Iron Road Healthcare formulary in alphabetical order.

PAGE: This is the page number where you go to find the coverage information for that drug in the Medical Condition List.

The Participating Retail Chain Pharmacies List

This is an alphabetical list of the more common Retail Chain Pharmacies that are participating with Iron Road Healthcare at the time this book is printed. All participating retail network pharmacies are not on this list. The Iron Road Healthcare national participating retail pharmacy network is vast and includes Retail, Indian Health Service/Tribal/Urban Indian Health Program (I/T/U) pharmacies, Long Term Care, and Home Infusion pharmacies too numerous to list. When you present your Iron Road Healthcare ID Card, the pharmacy can tell you if they are participating from the information on the front and back of your card. Most pharmacies in America are participating with Iron Road Healthcare. If you have questions, please call Customer Service at **1-800-547-0421** or you can go to www.mycatamaranrx.com to look up contracted pharmacies near you.

Section 6 - Artificial and Surgical Appliances

a) Crutches, canes, walkers, artificial limbs, artificial eyes, braces and other appliances of similar nature will be furnished when deemed medically necessary by the attending provider or pre-approved by a Iron Road Healthcare RN Care Coordinator.

b) CPAP and BIPAP units will be paid at 100% of the Plan Allowable when deemed medically necessary, pre-approved by a Iron Road Healthcare Complete Sleep Program Coordinator and purchased through a vendor designated by Iron Road Healthcare. Masks and supplies will be replaced bi-annually, from the Iron Road Healthcare Mail Order Pharmacy. A $35 co-payment is required for the replacement supplies and a $75 co-payment is required for initial setup or re-setup of a sleep CPAP or BIPAP machine. **Sleep Studies require pre-certification by an Iron Road Healthcare Sleep Care Coordinator, out of network providers/facilities are not a covered benefit. The number for the Complete Sleep Program is on the Iron Road Healthcare Health Insurance Card.**

c) TENS units will be paid at 100% of the Plan Allowable when deemed medically necessary, pre-approved by a Iron Road Healthcare RN Care Coordinator and purchased through a vendor designated by Iron Road Healthcare. If a Member otherwise leases or purchases such a unit and such lease or purchase is medically necessary, then reimbursement equal to the lesser of such lease or purchase cost or the cost

had the unit been purchased from a Iron Road Healthcare designated vendor shall be payable to the Member.

d) Implantation of penile prosthesis will be furnished when there is a diagnosis of erectile dysfunction due to organic disease process such as, but not limited to, diabetes, hypertension, peripheral vascular disease, radical pelvic surgery or trauma and other treatment for erectile dysfunction has proved unsuccessful; is medically necessary and requires precertification by calling the precertification number on the Iron Road Healthcare Health Insurance Card.

e) Only one (1) each of such article above shall be furnished; however, upon approval of a Iron Road Healthcare RN Care Coordinator, the article may be renewed, replaced or repaired. The use of an out-of-network provider for such appliances will be paid at 40% of the Plan Allowable with the exception of sleep and TENS units as outlined above in b and c when deemed medically necessary and pre-approved by a Iron Road Healthcare RN Care Coordinator.

Section 7 - Additional Benefits Including Outpatient Treatment

a) Routine xrays, radiation therapy, laboratory services, surgical dressings, splints, casts etc.

b) Anesthesiology services.

c) Physical and Occupational therapy limited to annual maximum of $1,500. Additional therapies beyond $1,500 require precertification by a Iron Road Healthcare RN Care Coordinator. The number for precertification is on the Iron Road Healthcare Health Insurance Card.

d) Blood transfusions.

e) Skilled Nursing Facility as that term is defined in Article I herein, requires precertification.

f) Skin tests for allergies.

g) Home oxygen therapy.

h) Annual routine eye examinations

i) Refractive eye surgery benefit payment is limited to $1,520, per Member, per lifetime.

j) Sterilization when deemed medically necessary and approved by a board-certified specialist.

k) Hearing aid, hearing test, and hearing aid supplies, limited to $1,200 per Member every 24 months.

l) Mastectomy and related reconstructive surgery on both breasts to produce a symmetrical appearance. Prostheses and physical complications in all stages of mastectomy, including lymphedemas, are covered.

m) Speech Therapy-requires precertification.

n) Enteral formula and feeding when it is the only form of nutrition.

o) Assistant in Surgery will be covered for a surgical assistant who has one of the following medical credentials:

   a. MD Medical Doctor
   b. DO Doctor of Osteopathic
   c. CNS Clinical Nurse Specialist
   d. PA Physician Assistant
   e. NP Nurse Practitioner

p) Sleep Study (Polysomography)- Requires precertification - call **833-878-2727.**

Outpatient Care that includes but not limited to Surgical Procedures, Advanced Imaging such as CT/PET scans, MRI/MRA, Nuclear, Cardiac Imaging and other diagnostic and therapeutic procedures that are done at an outpatient hospital or Ambulatory Surgical center. These services require an outpatient co-payment. Co-payment waived for dialysis, laboratory, radiology, radiation therapy and chemotherapy. Precertification required for some outpatient services, call 1-866-776-4793. For a detailed precertification list go to www.ironroadhealthcare.com.

Iron Road Healthcare Network Providers shall be paid at 100% of the Plan Allowable. Lists of Iron Road Healthcare Network Providers are available from the Iron Road Healthcare Office or on the Internet Website at www.ironroadhealthcare.com/Provider Search. The use of out-of-network providers will be paid at 40% of the plan allowable amount.

Section 8 - Emergency Benefits

In Emergency cases of sickness or injury, when a Member cannot be sent to a Iron Road Healthcare Facility or await the arrival of a Iron Road Healthcare Provider, any available provider or treatment facility may be utilized and Iron Road Healthcare will pay 100% of the Plan Allowable less the co-payment of such temporary Emergency care up to and including the first twenty-four (24) hours only, unless otherwise pre-approved by a Iron Road Healthcare RN Care Coordinator. To continue reimbursement at 100% of the Plan Allowable, the Member or someone in their behalf should make a prompt telephone report to a Iron Road Healthcare RN Care Coordinator. Iron Road Healthcare RN Care Coordinators will direct the Member's case. The Iron Road Healthcare RN Care Coordinator shall authorize continuing reimbursement at 100% of the Plan Allowable if it is medically necessary for the Member to continue receiving care from the non-Iron Road Healthcare Network Provider. If it is not medically necessary for the Member to continue receiving care from the non-Iron Road Healthcare Network Provider, the reimbursement will be at forty percent (40%) of the Plan Allowable unless the Iron Road Healthcare RN Care Coordinator arranges for the Member's transfer to a Iron Road Healthcare Network Provider, in which case the reimbursement shall remain at 100% of the Plan Allowable. Failure to comply with this process will result in out-of-network Emergency care, after the initial 24 hours, being paid at 40% of the Plan Allowable.

a) The Member is responsible for a $175 co-payment for each visit to the Emergency room of any hospital. The Emergency Room co-payment applies to covered benefits for charges made by the hospital for Emergency care received in the Emergency room. The co-payment is waived if inpatient admission is required. If the co-payment is not made to the Iron Road Healthcare Network Provider or a non-Iron Road Healthcare Network Provider is used, the will be deducted from any reimbursable amount due the Member.

b) The Member is responsible for a $30 co-payment for each visit to an urgent care center. The co-payment is to be made at the time of the visit and applies to covered benefits for charges from the urgent care center. If the co-payment is not made to the in or out of network urgent care provider, the co-payment will be deducted from any reimbursable amount due the Member.

c) In the event of an Emergency, ambulance service will be covered to the extent necessary to transport the injured or ill Member to the nearest facility where appropriate care can be rendered. Air ambulance will be covered only in cases with supporting medical necessity and then only to the nearest facility where appropriate care can be rendered.

d) All ambulance transfers from one facility to another must have the pre-approval of a Iron Road Healthcare RN Care Coordinator.

e) Payment for non-emergency treatment will be limited to care provided in the United States of America or its territories.

Section 9 - Chiropractic Services

Chiropractic services including but not limited to adjustments, x-rays and lab will be paid at the rate of 80% of the Plan Allowable to a maximum of $600 per calendar year. Evaluation and management codes are excluded from this benefit.

Section 10 - Organ Transplants

Payment of expenses related to organ transplants will be provided under the following conditions:

a) Prior notification to a Iron Road Healthcare RN Care Coordinator is required.

b) The organ transplant benefit is subject to the lifetime benefit maximum of $500,000.

Section 11 - Screening Health Care Services

Screening health care services will be provided and limited to the following services only when provided by a Iron Road Healthcare Network Provider:

a) One (1) routine Pap smear each calendar year.

b) One Wellness Exam each year.

c) One (1) baseline mammogram for a Member age thirty-five (35) to thirty-nine (39), or more frequently if recommended by a Iron Road Healthcare Network Provider.

d) One (1) mammogram every two (2) years, or more frequently if recommended by a Iron Road Healthcare Network Provider, for a Member age forty (40) to forty-nine (49).

e) One (1) mammogram each year for a Member age fifty (50) and over, or more frequently if recommended by a Iron Road Healthcare Provider.

f) One (1) digital rectal exam each year after age thirty-nine (39).

g) One (1)-stool blood slide test each year after age forty-nine (49).

h) One (1) proctosigmoidoscopy or colonoscopy every three (3) years after age forty-nine (49).

i) One (1) prostate screening antigen (PSA) test every three (3) years after age forty-nine (49). More frequently if recommended by a Iron Road Healthcare Network Provider.

Section 12 - Precertification

All Members of Iron Road Healthcare will be subject to Precertification of certain medical services and it will be the responsibility of the Member, the Member's family or personal representative, the hospital or the Member's attending provider, whether a Iron Road Healthcare Provider or Non-Iron Road Healthcare Provider, to obtain precertification (The number for the Precertification Line is on the back of the Iron Road Healthcare Health Insurance Card). For a detailed precertification list go to www.ironroadhealthcare.com.

In the event of an Emergency admission or procedure, the Precertification Line must be notified within one (1) working day (excluding weekends and holidays) of the emergency.

Failure to obtain precertification will result in benefits being payable at 60% of the Plan Allowable amount for in and out of network providers. Services that are determined as not medically necessary or considered experimental/investigational will be denied.

Section 13 - Hospice Benefits

a) Precertification is required from a Iron Road Healthcare RN Care Coordinator.

b) The physician must certify that the Member is terminally ill with six (6) months or less to live.

c) The maximum benefit is $3,000 and includes, but is not limited to, charges for room, board, care, and services provided by a licensed social worker.

d) Any counseling services given in connection with hospice services.

e) All hospice benefits terminate when the covered Member is deceased.

Section 14 - Behavioral Health, Mental Health, Alcohol, Chemical Dependency and/or Emergency Alcohol or Chemical Treatment.

In-patient Treatment

Iron Road Healthcare shall provide mental health and/or substance abuse treatment, to Members at a Iron Road Healthcare network provider under the following conditions:

a) Prior to admission to a hospital or other behavioral health facility, except in case of an emergency, the member is required to call precertification. The number for precertification is located on the Iron Road Healthcare Health Insurance Card. The member is responsible to pay the applicable co-payment.

b) In the event of an emergency admission, precertification is required within (1) working day (excluding weekends and holidays) of the emergency.

c) It is the responsibility of the member, the member's family or personal representative, the hospital or the member's attending physician, to obtain precertification.

d) Payment shall be allowed for accommodations and ancillary charges for inpatient or outpatient behavioral health treatment by Iron Road Healthcare Network Providers at hospitals or other qualified behavioral health facilities. Benefits for in-network behavioral health facilities will be paid at 100% of the plan allowable. The use of out-of-network hospitals or behavioral health facilities will be paid at 40% of the plan allowable. The member is responsible to pay the applicable co-payment.

e) Failure to comply with the precertification requirements and recommendations will result in benefits being payable at 60% of the Plan Allowable (i.e., 24% of the Plan Allowable for claims otherwise

reimbursable at 40% of the Plan Allowable and 60% of the Plan Allowable for claims otherwise reimbursable at 100% of the Plan Allowable.)

f) Iron Road Healthcare will make payment only if the member complies with the recommended treatment program.

g) Intensive outpatient treatment requires precertification. The number for precertification is located on the Iron Road Healthcare Health Insurance Card. The member is responsible to pay the applicable co-payment.

Section 17 – Gender Reassignment Surgery and Related Drug Hormone Therapy and Psychiatric Services

Gender reassignment surgery, related drug hormone therapy and psychiatric services must be directed to an Iron Road Healthcare Care Coordinator. Pre-Certification required.

ARTICLE VII - BENEFIT EXCLUSIONS

Section 1 - Exclusions

Benefits will not be granted in the following circumstances except as provided in these Rules and Regulations.

a) A Member who abuses the benefits of Iron Road Healthcare and who knowingly:
   i. Files a fraudulent claim; or
   ii. Makes a fraudulent statement to have a claim paid; or
   iii. Who violates the Rules and Regulations of Iron Road Healthcare or of a facility in which the Member may be receiving treatment may be excluded from further benefits.

b) Ailments resulting from self-inflicted injuries.

c) Injuries received in a fight or brawl or self-inflicted injuries.

d) Attempted suicide or suicide under all circumstances.

e) Weight loss clinics, programs or drugs.

f) Gastric bypass or similar procedure(s).

g) Any drug or appliance(s) used in birth control or pregnancy, fertility drugs, diet medications, vitamins, minoxidil solution for topical use, or experimental drugs, regardless of intended use. All nicotine patches and smoking cessation items. Any over the counter (OTC) drug or item regardless of intended use except insulin, insulin syringes, blood glucose strips, and glucometers, which are benefits if ordered from the Iron Road Healthcare Mail-Order Pharmacy.

h) Injuries sustained which are the result of the commission of or participation in a felonious act.

i) Wheelchairs, hospital beds, physical therapy equipment, hearing aids, eyeglasses, contact lenses, footwear, bed pans, urinals, hot water bottles, cold therapy, thermometers, syringes (except insulin syringes) and similar articles.

j) On-duty injuries suffered while in the employment of some person, firm, company or organization other than Union Pacific Railroad Company and/or its subsidiaries and affiliated companies.

k) Decayed, faulty, diseased or damaged teeth; replacement of natural teeth or repairs to dentures or bridges.

l) Members will not be permitted to duplicate benefits under Medicare with benefits under the Rules and Regulations of Iron Road.

m) Cosmetic surgery or treatment.

n) Personal comfort items.

o) Services, procedures or supplies provided for the treatment of sexual arousal disorders or erectile dysfunction, regardless of cause.

p) Reversal of sterilization procedures.

q) Fertility procedures and tests.

r) Experimental and/or investigational procedures, treatments, drugs, or surgeries. Experimental procedures, treatments, drugs, or surgeries are tests or trial drugs that are preformed or administered to discover or to demonstrate something that is not proven as an accepted standard of care. Investigational procedures, treatments, surgeries, or drugs are health care services of which the safety and efficacy have not been proven.

s) Services provided in a United States government hospital or through the provisions of state Medicaid including MediCal programs.

t) Nursing home, domicile or custodial care as defined in Article I herein.

ARTICLE VIII - FILING OF CLAIMS

The time limit for filing claims for all Members is one (1) year from the date services were provided and it is the Member's responsibility to ensure that the claim(s) are filed properly and on a timely basis with Iron Road Healthcare Claims Department. (see Appendix D) Electronic filing is required and will result in faster payments. Providers may submit claims with Payer ID# **87042**. Paper claims, black and white claims, and faxes, will not be accepted.

Article IX - EXCEPTIONAL CASES

Cases may arise that may not be covered by these Regulations or from the nature of which it would be impractical to prescribe specific Regulations. In such cases, the facts should be fully and promptly reported to the President as the case indicates for instructions. Iron Road Healthcare will not be responsible for any expenses incurred that are not authorized by these Regulations or by express instructions from the President.

Article X - ACCESS TO MEDICAL AND HOSPITAL RECORDS

Iron Road Healthcare will provide access to medical and hospital records under their control upon presentation of a medical record release form signed by the Member or the Member's duly accredited or authorized representative. Provision of records by Iron Road Healthcare is limited to applicable city, county, state and/or federal law(s).

Article XI- SUBROGATION, REIMBURSEMENT & THIRD PARTY RECOVERY

1. General

If a Member or covered person under the Iron Road Healthcare plan ("Plan") becomes ill or is injured and a third party is or may be responsible for such illness or injury, the Plan may advance payment of Benefits for such injury or illness provided that the requirements of this Section are satisfied. By accepting Benefits under the Plan, the affected Member or covered person agrees to be subject to the terms and conditions of this Section regarding Subrogation, Reimbursement, and Third Party Recovery. The Board intends that neither the affected Member or covered person nor any other person may profit from the payment of Benefits or the payment of any compensation for injuries under the Plan. The purpose of the Plan is to pay covered expenses if they are not paid or payable by anyone else, in accordance with the terms of the Plan.

2. Definitions

The following definitions shall apply to this Section ("Subrogation, Reimbursement & Third Party Recovery"):

Benefits

All payments related to an injury or illness, including, but not limited to, medical expenses and other compensation under the Plan.

Member or covered person. An Active Employee or person covered under the Iron Road Healthcare Plan, including their estate, legal or personal representatives and/or heirs. Terms of this Section apply to the parent, guardian, executor, agent or other personal representative of the estate of a Member or covered person.

Plan or Plan Document Challenger Health Plan Document & Summary Plan Description.

Recovery

Any and all payments from another source to which the Member or covered person is entitled (including, but not limited to, any amounts allocated to a trust set up by the Member or covered person or on the Member or covered person's behalf) as a result of the Member or covered person's injury or illness, including any judgment, award, or settlement regardless of how the recovery is termed, allocated, or apportioned and regardless of whether any amount is specifically included or excluded as medical expenses.

Reimbursement Amount

The amount of Benefits paid by the Plan to the Member or covered person or on the Member or covered person's behalf for the injury or illness for which a Third Party is or may be responsible and that the Member or covered person is obligated to pay back to the Plan out of any Recovery.

Responsible Third Party

A Third Party that is or may be legally responsible for reimbursing the

Third Party The term "Third Party" includes any of the following entities: person; corporation; association; government; insurance coverage, including underinsured, uninsured, no-fault, disability, or similar coverage, medpay provisions of an insurance policy; and workers' compensation coverage.

3. Subrogation and Reimbursement Rights

The Board, within its discretionary authority under the terms of the Plan, may agree to advance payment of Benefits for a Member or covered person's illness or injury for which a Third Party is or may be responsible provided that the Member or covered person agrees to repay the Plan in full out of any Recovery. As a condition for advancing payment of Benefits for such injury or illness, the Member or covered person and the Member or covered person's attorney (if one is retained) may be asked to sign the Plan's Subrogation and Reimbursement Agreement. If the Plan advances payment of Benefits to the Member or covered person for an injury or illness for which a Third Party is responsible, the Plan is entitled to reimbursement in full for any Benefits made to or on behalf of the Member or covered person. The Plan shall be subrogated to all of the Member or covered person's rights of recovery against the Responsible Third Party to the full extent of Benefits advanced by the Plan.

If the injured person is a minor, any amount recovered by the minor, the minor's trustee, guardian, parent, or other representative, shall be subject to this provision regardless of state law and/or whether the minor's representative has access or control of any recovery funds. If the injury or condition giving rise to subrogation involves wrongful death of a Member or covered person under the Iron Road Healthcare plan, this provision applies to the parent, guardian, executor, agent or other personal representative of the estate.

(a) The Plan shall be reimbursed first and in full out of any Recovery without any amounts deducted for attorney's fees, costs, or future medical expenses, unless the Board, within their discretionary authority under the terms of the Plan, agree to do so in writing prior to the final settlement or resolution of the matter.

(b) The Plan shall be entitled to reimbursement in full for any Benefits it advances to, or on behalf of, Member or covered persons for expenses related to an injury or illness for which a Third Party is, or may be, responsible without regard to the common fund doctrine, make whole doctrine, or any other common law doctrine or state statute that purports to restrict the Plan's right to reimbursement in full. The reimbursement to the Plan shall be made directly from the Responsible Third Party or from the Member or covered person or the Member or covered person's attorney out of any Recovery.

(c) The Plan's right to reimbursement shall apply even if the Recovery is not sufficient to fully compensate the Member or covered person for his or her illness or injury and even if liability is not admitted or found.

(d) The Plan shall have the right to join or intervene in any suit or claim against a Responsible Third Party brought by Member or covered person or on the Member or covered person's behalf.

(e) The Plan shall have the right to information about any suit or claim brought by the Member or covered person or on the Member or covered person's behalf.

4. Member or covered persons' and Subrogation and Reimbursement Responsibilities

The Plan may deny claims related to an injury or illness that may be caused by a Third Party, or it may recoup the costs of claims already paid for such injury or illness, if any of the following requirements are not satisfied:

(a) The Member or covered person shall notify the Plan of the existence of the injury or illness for which a Third Party may be responsible immediately and no later than one year of incurring such injury or illness.

(b) The Member or covered person shall comply with all of the Plan's claim and records procedures and cooperate fully with the Plan in the recovery of the Benefits advanced by the Plan and the Plan's exercise of its reimbursement and subrogation rights.

(c) The Member or covered person shall complete and submit to the Plan any documents requested and/or required by the Plan. The Subrogation and Reimbursement Agreement, if one is requested by the Plan, shall be reviewed and signed by the Member or covered person's attorney.

(d) The Member or covered person shall agree to reimburse the Plan in full, in first priority and on a first dollar basis, from any Recovery in an amount equal to the full amount of Benefits advanced by the Plan for the Member or covered person's injury or illness, regardless of whether the Member or covered person is made whole by the Third Party. The Member or covered person shall also agree that the common fund doctrine, make whole doctrine, and any other common law doctrine or state statute that purports to restrict the Plan's right to full reimbursement shall not be applicable to the Plan's right to full reimbursement of the amount of Benefits it advances to a Member or covered person under this Section.

(e) The Member or covered person shall provide any and all information about the Member or covered person's illness or injury as requested by the Plan.

(f) The Member or covered person shall keep the Plan advised of any changes in the status of the Member or covered person's suit and/or claim against the Responsible Third Party.

(g) The Member or covered person shall refrain from doing anything to impair, prejudice or compromise the Plan's subrogation and reimbursement rights without prior written agreement by the Plan's Administrator.

(h) The Member or covered person shall notify the Plan before any settlements of the Member or covered person's suit or claim is concluded and before any trial or other material hearing concerning the suit or claim is held.

(i) The Member or covered person shall be solely responsible for the Member or covered person's attorney's fees. The Plan shall not be liable for any costs or attorney's fees incurred by the Member or covered person in pursuing the Member or covered person's suit or claim, regardless of any common fund, make whole, or any other common law doctrine or state statute that requires the Plan to pay a portion of the Reimbursement Amount to the Member or covered person or the Member or covered person's attorney for the legal fees incurred in the collection of the Recovery. The Member or covered person shall defend/indemnify and hold harmless the Plan from any claims by the Member or covered person's attorney against the Plan seeking attorney's fees or costs.

(j) The Member or covered person shall inform the Plan as to whether he or she has received a Recovery related to the Member or covered person's illness or injury before accepting any accident or injury related benefits under the Plan. If Member or covered person has received a Recovery before accident related benefits are claimed or paid, the Plan shall not be responsible for any further claims related to the illness or injury.

(k) Any claims for a Member or covered person's illness or injury may not be paid until the Plan has received a completed copy of the Subrogation and Reimbursement Agreement signed by both the Member or covered person and the Member or covered person's attorney if such Subrogation and Reimbursement Agreement is requested to be executed by the Plan. If the Plan inadvertently advances payment for claims before receiving the completed and signed Subrogation and Reimbursement Agreement, the Plan may not be obligated to advance payment for any further claims until it has received the fully completed and signed Subrogation and Reimbursement Agreement and the Plan may be entitled to reimbursement for the claims that it had inadvertently paid regardless of whether the completed and signed Subrogation and Reimbursement Agreement is submitted to the Plan.

5. Subrogation and Reimbursement Procedures

The Member or covered person shall be responsible for compliance by his or her agents and attorneys with the procedures set forth in this Article. If the Member or covered person receives a Recovery, the Member or covered person or the Member or covered person's attorney shall hold the Recovery funds separately from other assets until the Plan's reimbursement rights have been satisfied. The Plan shall hold a claim, equitable lien, and constructive trust over the Recovery funds and those funds shall remain segregated and under the Member or covered person's or Member or covered person's agent's control. Once the Plan's reimbursement rights have been determined, the Member or covered person shall make immediate payment to the Plan out of the Recovery proceeds. If a Member or covered person does not pursue a suit or claim against the Third Party, the Plan may be entitled to assert the suit or claim in the Member or covered person's name or on the Member or covered person's behalf in the Plan's name and the Member or covered person shall cooperate with the Plan's prosecution of any such suit or claim.

6. Noncompliance

If the Member or covered person receives a Recovery but does not promptly segregate the Recovery funds and reimburse the Plan in full from those funds, the Plan shall be entitled to take action to recover the Reimbursement Amount. Such action may include, but shall not be limited to:

a. Initiating an action against the Member or covered person and/or the Member or covered person's attorneys to compel compliance with this Section and/or the Subrogation and Reimbursement Agreement;

b. Withholding or suspending Benefits payable to or on behalf of the Member or covered person until the Member or covered person complies or until the Reimbursement Amount has been fully paid to the Plan; or

c. Initiating other appropriate equitable or legal actions.

If the Member or covered person does not reimburse the Plan within sixty (60) days of receiving the Recovery, the Member or covered person shall be responsible for paying the Plan one percent interest (1%) per month on the Reimbursement Amount until the Plan receives reimbursement in full. The Plan shall also be entitled to reimbursement of any costs or fees it incurs in efforts to enforce its rights and the terms of the Plan provisions against the Member or covered person and/or the Member or covered person's attorney.

7. Venue

Any Member or covered person filing a legal action in connection with this Section shall be required to file suit in the United States District Court for the District of Utah, located in Salt Lake City Utah, which is also the jurisdiction in which the Plan headquarters is located and the Plan is administered.

8. Conclusion of Claim

Once a Member or covered person has settled or received an award or judgment or any type of Recovery on a claim or suit against a Responsible Third Party, (1) the Member or covered person shall hold any proceeds of a Recovery in trust until the Plan's rights and interests in such Recovery have been resolved and satisfied and (2) no further medical expenses associated with that injury or illness may be paid by the Plan unless the Board, within their discretionary authority under the terms of the Plan, agree in writing that future medical expenses related to that injury or illness will be covered. In exercising their discretion with respect to the payment of future medical expenses, the Board may take into account, among other things, whether the settlement is sufficient to cover future medical expenses.

9. Discretionary Authority

The Plan Administrator shall administer this Article of the Plan in accordance with its terms and establish its policies, interpretations, practices, and procedures. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits, to decide disputes which may arise relative to a Plan member's rights and obligations, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all interested parties.

The Plan Administrator has the discretionary authority to decide whether a charge is Usual and Reasonable and related to an accident, injury, or condition. Benefits under this Plan shall be paid only if the Plan Administrator decides in its discretion that a Plan Member or covered person is entitled to them. consideration of treatment or payment for treatment of a Member by Iron Road, said Member assigns, transfers and subrogates to Iron Road, to the extent of all expenditures made in behalf of said Member by Iron Road, all rights, claims, interest and rights of action that the Member may have against any party, person, firm or corporation that may be liable for the loss except the Union Pacific Railroad Company and its affiliated and subsidiary companies. Said Iron Road Healthcare Member authorizes Iron Road Healthcare to sue, compromise or settle in the Member's name and Iron Road Healthcare is fully substituted for the Member and subrogated to all of the Member's rights to the extent of all expenditures made in behalf of said Member. Said Member upon written request of Iron Road Healthcare shall execute such written authority as Iron Road, in its sole judgment, deems necessary to enable Iron Road Healthcare to exercise its right of subrogation granted herein.

Article XII - AMENDMENTS

Except as provided in Article 21 of the bylaws of Iron Road, these rules and regulations may be amended as deemed necessary by the Board of Trustees.

APPENDIX A – Coordination of Benefits

a) Iron Road Healthcare benefit program is not intended to pay the expense of any medical, surgical, hospital or dental treatment for which any insurance carrier is liable under the provisions of any group insurance policy or plan, the cost of which is paid in whole or in part by an employer. Accordingly, all benefits payable by Iron Road Healthcare for the medical, surgical, hospital or dental care of any Member shall be reduced by such amounts which the Member is entitled to claim for his or her use or benefit under any group insurance plan as herein defined.

b) The term group insurance plan as used in this Section shall mean any group insurance policy, plan or program paid for in whole or in part by any employer and which provides medical, surgical, hospital or dental benefits by:

   i. Group, blanket or franchise insurance coverage,

   ii. Group, National Health & Welfare Plan, group practice and other prepayment group coverage,

   iii. Any labor management trustee plan, union welfare plan, employer organization plan or employee benefit plan or

c) Any governmental program or any coverage under automobile insurance including no-fault insurance.

d) If Iron Road Healthcare determines that it will coordinate with another plan, either Iron Road Healthcare or the other plan will be primary and must pay its benefits first. Payment is determined in the following order:

   i. The plan with no coordination of benefits will be primary.

   ii. If the primary plan was not established by (i), the plan covering the person as an employee or former employee will be primary if the person is covered as a dependent by two (2) or more plans.

   iii. If the primary plan was not established by (i) or (ii), then the plan which covers that person as a

   iv. dependent of the person whose birthday is earlier in the calendar year will be primary to a plan

   v. which covers that person as a dependent of a person whose birthday is later in the calendar

   vi. year.

   vii. If the primary plan was not established by (i), (ii) or (iii), the plan covering the person as an actively working employee at the time of their injury or onset of their illness will be primary.

   viii. If the primary plan was not established by (i), (ii), (iii) or (iv), the plan that has covered the person for the longer period of time will be primary.

e) Whenever any payment in excess of the maximum amount payable under this Section shall have been made by Iron Road, Iron Road Healthcare shall have the right to recover such payment or payments to the extent of such excess from any one or more of the following, as Iron Road Healthcare shall elect:

   i. Any person to or for whom such payment or payments were made.

   ii. Any insurance company.

   iii. Any other association, organization or corporation.

f) Coordination ensures that a Member will not receive payment for more than 100% of the allowed medical charges. However, the total payment received by the Member will never be less than if coordination did not apply.

APPENDIX B - Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)

On April 7, 1986, a federal law (Public Law 99-2272, Title X) was enacted requiring that most employers sponsoring group health plans offer employees the opportunity for a temporary extension of health coverage (called Continuation Coverage) at group rates in certain instances where coverage under the Plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the Continuation Coverage provisions of the law. We suggest you take the time to read this notice carefully. If you are an employee of Union Pacific Railroad Company covered by Iron Road Healthcare, you have a right to choose this Continuation Coverage if you lose your group health coverage because of reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

Union Pacific Railroad Company has the responsibility to notify Union Pacific Railroad Employes Iron Road Healthcare ("Iron Road") of the employee's termination of employment or reduction in hours, or Medicare eligibility, or retirement.

When Iron Road Healthcare is notified that one of these events has happened, Iron Road Healthcare will in turn notify you that you have the right to choose Continuation Coverage. Under the new law, you have sixty (60) days from the date you would lose coverage because of one of the events described above to inform Iron Road Healthcare that you want Continuation Coverage.

If you do not choose Continuation Coverage, your group health insurance coverage will end.

If you choose Continuation Coverage, Union Pacific Railroad Company is required to give you coverage that, as of the time coverage is being provided, is identical to the coverage provided under the Plan to similarly situated employees. The law requires that you be afforded the opportunity to maintain

Continuation Coverage for eighteen (18) months if you lost group health coverage because of termination of employment or reduction in hours, which can be extended to 29 months under certain disability circumstances. However, the law also provides that your Continuation Coverage may terminate for ANY of the following reasons:

1) Union Pacific Railroad Company no longer provides group health coverage to any of its employees.
2) The premium for your Continuation Coverage is not paid.
3) You become an employee covered under another group health plan.
4) You become eligible for Medicare benefits. However, your dependents may become eligible for continuation of coverage at this time.

Under COBRA, your right to Continuation Coverage terminates if you become covered by another employer's group health plan (number (3) above) that does not limit or exclude coverage for your preexisting conditions. If you become covered by another group health plan and that plan contains a preexisting condition limitation that affects you, your COBRA Continuation Coverage cannot be terminated.

However, Iron Road Healthcare may terminate your COBRA coverage if the other plan's preexisting condition rule does not apply to you by reason of restrictions defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) on preexisting condition clauses. Refer to APPENDIX C - Health Insurance Portability and Accountability Act of 1996 (HIPAA).

You do not have to show that you are insurable to choose Continuation Coverage. However, under the law you may have to pay all or part of the premium for your Continuation Coverage. This law applies to Union Pacific Railroad Employes Iron Road Healthcare beginning on January 1, 1989. If you have any questions about the law, please contact:

Iron Road Healthcare
P.O. Box 161020
Salt Lake City, Utah 84116

Your spouse and dependents are also entitled to Continuation Coverage; however, since the National Health & Welfare Plan provides their medical benefits, any information regarding Continuation Coverage for them should be addressed to:

National Health & Welfare Plan
Benefits Department
Railroad Administration COBRA
One Tower Square
Hartford, CT 06183-6006

APPENDIX C - Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) limits the circumstances under which insurance coverage may be excluded for medical conditions present before you enroll. Under the law, a pre-existing condition exclusion generally may not be imposed for more than 12 months (18 months for a late enrollee). If your employment is terminated or you lose insurance coverage for other reasons, you may enroll in a new plan that has a preexisting condition waiting period

You have the right to receive a Certificate of Prior Creditable Coverage from your insurance plan. You may use a Certificate to offset or reduce a preexisting condition-waiting period imposed by the new insurance plan. If you buy health insurance from other than an employer group health plan, your Certificate may help you obtain coverage without a preexisting condition exclusion or waiting period. If

your new insurance plan has no preexisting exclusions or waiting periods, you may not need a Certificate. Contact your new plan administrator or state insurance department for further information.

For employer group health plans, these changes take effect at the beginning of the first plan year starting after June 30, 1997.

Certificates of Creditable Coverage are provided by Iron Road Healthcare for Members losing coverage under the Iron Road Healthcare Plan and ERMMB or COBRA Extended Coverage Plans administered by Iron Road Healthcare. You may request a Certificate if you have been covered after July 1, 1996. The Certificate must be provided to you promptly. Iron Road Healthcare Members losing coverage may send a request to:

Iron Road Healthcare
P.O. Box 161020
Salt Lake City, Utah 84116

You may request a Certificate for any of your dependents (including spouse) who were enrolled under your health coverage with the National Health & Welfare Plan PPO/Indemnity Option (Basic, Option 1 or Option 2) and HMO, any dental option, the Healthcare Flexible Spending Account, the Employee Assistance Program (EAP) AND the Wellness Option. Dependent requests should be sent to:

Union Pacific Railroad
1400 Douglas Street
Omaha, Nebraska 68170

APPENDIX D – Claims and Appeal Information

Filing a Medical Claim

The appropriate identification cards may be obtained directly from Iron Road Healthcare. Electronic filing is required and will result in faster payments. Providers may submit claims with Payer ID# 87042. Paper claims, black and white claims, and faxes, will not be accepted.

If you go to an In-Network provider the provider or facility will submit the following claim for you.

If you go to an Out-of-Network provider, the covered person is responsible for filing a claim. You must file a claim in a format that contains all of the information required as described below:

a) The Covered Person's and/or patient's name and address;
b) The member and group number stated on your medical ID card;
c) An itemized bill from the provider that includes the following:
    i. Patient Diagnosis
    ii. Date(s) of service
    iii. Procedure Code(s) and description of service(s) rendered
    iv. Charge for each service rendered
    v. Provider of service Name, Address and Tax Identification Number
    vi. The date the Injury or Sickness began; and
    vii. A statement indicating either that the covered person is or is not enrolled under any other health insurance plan or program. If you are enrolled for other coverage, you must include the name of the other carrier(s).

You must submit a claim for benefits within one year after the date of service. If a non-network provider submits a claim on your behalf, you will be responsible for the timeliness of the submission. If you do not provide this information to Iron Road Healthcare within two years of the date of service, benefits for that health service will be denied or reduced at the discretion of Iron Road Healthcare. This time limit does not apply if you are legally incapacitated. If your claim relates to an inpatient stay, the date of service is the date your inpatient stay ends.

If another plan is the primary payer, a copy of the other plan's Explanation of Benefits (EOB) must accompany the claims sent to this Plan.

Mail completed claims to:

Iron Road Healthcare
P.O. Box 161020
Salt Lake City, UT 84116

In the event your claim is denied in whole or in part, Iron Road Healthcare will provide you with written notice of the following:

a) The specific reason(s) for the denial;
b) Specific reference to pertinent Plan provisions on which the denial was based;
c) A description of any additional material or information necessary to perfect your claim and an explanation of why such material or information is necessary;
d) Information regarding how you may appeal the decision denying your claim.

If you have questions regarding a claim, please call: **1-800-547-0421**.

APPEAL

In the event a medical claim has been denied in whole or in part, you can request, in writing, a review of your claim by Iron Road Healthcare within 60 days of your receipt of written notice denying the claim. When requesting a review, state the reason you believe the claim was improperly denied and submit any data, questions or comments you deem appropriate. You also have the right to review pertinent documents related to your claim. Iron Road Healthcare will re-evaluate all the information pertaining to the claim. You will receive written notice of the decision in a timely manner. The notice will specify the reason(s) for the decision and will reference pertinent Plan provisions on which the decision was based.

This request for review should be sent to:

Iron Road Healthcare
P.O. Box 161020
Salt Lake City, UT 84116

For all claims and appeals, Union Pacific Railroad Company has delegated to Iron Road Healthcare the exclusive and discretionary right to interpret and administer the provisions of the Plan. The decisions of Iron Road Healthcare are conclusive and binding.

FUTURE OF THE PLAN

While Iron Road Healthcare intends to continue the Plan indefinitely, it reserves the right to terminate or amend the Plan for any reason. Every effort will be made to provide Plan participants with reasonable notice of any such change.

APPENDIX E - Information Required by the Employee Retirement Income Security Act of 1974 ("ERISA")

Name of Plan	Iron Road Healthcare - Iron Road Healthcare (the "Plan")
Plan Sponsor	Union Pacific Railroad Company
Plan Identification Numbers	Employee Identification Number (EIN): **87-0427760** Plan Number (PN): **H-4652**
Plan Administrator	**Iron Road Healthcare** **P.O. Box 161020** **Salt Lake City, UT 84116** Telephone **(801) 595-4300** Fax (**801) 595-4399**
Type of Plan	Health Care Benefit Plan
Trustee	Zions First National Bank 102 S Main Street Salt Lake City, UT 84101
Agent for Service of Legal Process	Service of Legal Process may be made upon the Plan Administrator or any Trustee listed above.
Sources of Employer and Employee Contributions to the Plan	The Railroad National Carriers Conference Committee sets employer contributions each year. The employee contribution is then calculated by subtracting the employer contribution amount from projected actual claims costs. Health care benefits under the Plan are payable from funds that are held in trust until needed to pay such benefits.
Type of Administration of Health Care Benefits Provided by the Plan	Trustees and Self-Administered. The Plan is administered directly by the Plan Administrator. The Plan's health care benefits are funded directly by the Plan and are not insured by an outside entity. Each Plan-Year ends on December.

As a Member in the Union Pacific Railroad Employes Health Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

a) Examine, without charge, at the Plan Administrator's office and at other specified locations all Plan documents, including copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

b) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.

c) 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.

In addition to creating rights for Plan participants, ERISA imposes duty 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 health care benefit or exercising your rights under ERISA. If your claim for a health care benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan Fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U. S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington D.C. 20210.

APPENDIX F - Nondiscrimination in Health Insurance Programs Section 1557 of the ACA Act of 2010

Nondiscrimination

Iron Road Healthcare does not discriminate on the basis of race, color, national origin, sex, age, or disability in certain health programs or activities. Section 1557 builds on long-standing and familiar Federal civil rights laws: Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975. Section 1557 extends nondiscrimination protections to individuals. Section 1557 has been in effect since its enactment in 2010 and the HHS Office for Civil Rights has been enforcing the provision since it was enacted.

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, gender, disability, or sex, you may send a complaint to:

Iron Road Healthcare Civil Rights Coordinator
1040 North 2200 West Suite 200
Salt Lake City, UT 84074

Phone: **1-800-547-0421, TTY711**

Fax: **1-801-595-2069**

Email: Help@uphealth.com

If you need help filing a complaint, or need this information in another format like large print, please call our Member Services at **1-800-547-0421**, **TTY711**. A representative will be able to assist you.

You can also file a complaint directly with the U.S. Dept. of Health and Human services online, by phone, or by mail:

Online: https://ocrportal.hhs.gov/ocr/portal/lobby.jsf

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index/html

Phone: Toll-free **1-800-368-1019**, **800-537-7697** (TDD)

Mail: **U.S. Dept. of Health and Human Services**
200 Independence Avenue
SW Room 509F, HHH Building
Washington, D.C. 20201

Multi-language Interpreter Services

ATTENTION: If you speak a language other than English, language assistance services, free of charge, are available to you. Please call **1-800-547-0421** our Customer Service representatives are available Monday through Friday, from 7:30am to 3:30pm, Mountain Time. TTY/TDD users call the national number **711**.

This letter is also available in other formats like large print. To request the document in another format, please call **1-800-547-0421**, **TTY/TDD 711**.

Español (Spanish)
ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al número de teléfono gratuito para miembros que aparece en la tarjeta de ID.

繁體中文 (Chinese)
注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請撥打您會員卡所列的免付費會員電話號碼。

Tiếng Việt (Vietnamese)
CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Vui lòng gọi số điện thoại miễn phí dành cho hội viên ghi trong thẻ ID hội viên của quý vị.

한국어 **(Korean)**
주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 귀하의 ID 카드에 기재된 무료 회원 전화번호로 전화하십시오.

Tagalog (Tagalog – Filipino)
PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Pakitawagan ang walang bayad na numero ng teleponong nakalista sa iyong ID card.

Русский (Russian)
ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Позвоните на бесплатный номер телефона для участника, указанный на вашей идентификационной карте участника.

العربية(Arabic)
ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. يرجى الاتصال برقم هاتف المجاني المخصص للأعضاء المدرج في بطاقة الهوية الخاصة بك.

Kreyòl Ayisyen (French Creole)
ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Tanpri rele nimewo telefòn gratis ki endike sou kat ID ou.

Français (French)
ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le numéro de téléphone gratuit figurant sur votre carte d'affilié.

Polski (Polish)
UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Prosimy zadzwonić pod bezpłatny członkowski numer telefonu podany na karcie identyfikacyjnej.

Português (Portuguese)
ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para o número de telefone gratuito para membros do seu cartão de ID

Italiano (Italian)
ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Per favore chiamate il numero di telefono verde indicato sulla vostra tessera identificativa.

Deutsch (German)
ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Bitte rufen Sie die gebührenfreie Telefonnummer auf Ihrer Mitgliedskarte an.

日本語 (Japanese)
注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。IDカードに記載されているメンバー用のフリーダイヤルにお電話ください。

فارسی (Farsi)
توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. لطفاً با شماره تلفن رایگان اعضا که بر روی کارت شناسایی شما قید شده تماس بگیرید.

हिंदी (Hindi)
ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। कृपया अपने पहिचान-पत्र की सूची में दिए गए टोल फ्री सदस्य फोन नंबर पर कॉल करें।

Hmoob (Hmong)
LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Thov hu tswv cuab tus xov tooj hu dawb uas sau muaj nyob rau ntawm koj daim yuaj ID.

ខ្មែរ (Cambodian)

ប្រយ័ត្ន៖ បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា អោយមិនគិតឈ្នួល គឺអាចមានសំរាប់បំរើសមាជិកឥតគិតថ្លៃ ដែលមាននៅលើប័ណ្ណ ID របស់អ្នក។

Ilokano (Ilocano)

PAKDAAR: Nu saritaem ti Ilocano, ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyam. Maidawat nga awagan iti toll-free a numero ti telepono para kadagiti kameng nga nailista ayan iti ID card mo.

Diné Bizaad (Navajo)

Díí baa akó nínízin: Díí saad bee yáníłti'go* Diné Bizaad**, saad ***bee áká'ánída'áwo'dęę',ɤ'áá jiik'eh, éí ná hóló, T'áá shǫǫdí ninaaĸsoos nĸł'izí bee nééhozinígíí bine'dęę'ɤ'áá jik'ehgo béésh bee hane'í biká'ígíí bee hólne' dooleeł.

Somali

OGOW: Haddii aad ku hadasho Soomaali, adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Fadlan wac lambarka telefonka khadka bilaashka u ah xubnaha ee ku yaalla kaaekaaga aqoonsiga.