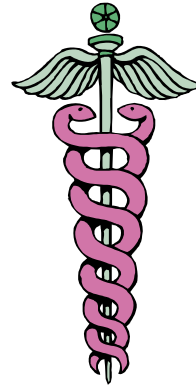


**Love
Canal
Medical
Trust
Fund**



Medical Benefits Plan

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MEDICAL BENEFIT PLAN

SECTION I INTRODUCTION

Creation of the Love Canal Medical Trust Fund: Beneficiaries

On December 20, 1983, the Supreme Court, State of New York, County of Niagara (hereinafter the "Court") approved a Settlement Agreement between the plaintiffs and the defendants in settlement of Urban et al. vs. Occidental Chemical Corporation et al. The Settlement Agreement called for the establishment of the Love Canal Medical Trust Fund for the benefit of the living plaintiffs to the lawsuit. The purpose of the Medical Trust Fund is to provide benefits to plaintiffs who incur medical expenses relating to medical conditions which reasonably could be associated with exposure to toxic chemicals emanating from a former landfill in Niagara Falls, New York known as the "Love Canal." Individuals who are eligible for benefits from the Love Canal Medical Trust Fund are limited to those one thousand three hundred and twenty-eight (1,328) named plaintiffs who entered into the Settlement Agreement (hereinafter, the "beneficiaries").

Creation of the Love Canal Medical Fund, Inc. Love Canal Medical Trust Fund Medical Benefit Plan

On January 4, 1985, the Court ordered the establishment of a not-for-profit corporation to be named the "Love Canal Medical Fund, Inc." (hereinafter the "Fund") to administer the Love Canal Medical Trust Fund, subject to the Court's supervision. The Court ordered that the Fund receive from the settlement the amount of one million dollars (\$1,000,000.00) and directed that the Fund annually report to the Court concerning its activities. The Fund's Certificate of Incorporation was filed with the Secretary of State,

State of New York on August 5, 1985.

The Board of Directors of the Fund was directed by the Court to develop and submit to the Court for approval, a medical benefit plan containing a procedure for the distribution of benefits to beneficiaries. The result of that directive has been the establishment of the "Love Canal Medical Trust Fund Medical Benefit Plan" (hereinafter, the "Plan").

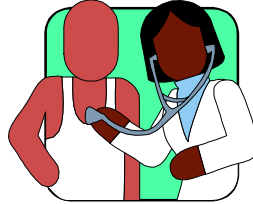
The Plan is not a health insurance policy. It should not be relied upon by beneficiaries as their primary or sole source for reimbursement of medical expenses. It is not, nor should it be considered, a substitute for health insurance. The following is a description of the Plan.

Description of Terms

Throughout these materials, the Love Canal Medical Trust Fund Medical Benefit Plan will be referred to as the "Plan." The Love Canal Medical Fund, Inc. will be referred to as the "Fund", "we", "our", or "us." The word "beneficiary", "you", "your" or "yours" refers to living plaintiffs who entered into the Settlement Agreement which created the Love Canal Medical Trust Fund to provide medical benefits to those individuals or their legal representatives.



SECTION II COVERED MEDICAL EXPENSES



Subject to the conditions, provisions, exclusions, and limitations set forth in this document, the Plan will cover and the Fund will pay for medical expenses incurred by you relating to medical conditions that reasonably could be associated with exposure to toxic chemicals at Love Canal.

The Plan also covers preventive and diagnostic or screening tests and procedures in order to detect early medical conditions reasonably associated with the exposure to toxic chemicals. These medical conditions could have been present at the time of residency in Love Canal, or they could be any of many other medical conditions that may have developed since moving from the area.

The Fund may from time to time develop and maintain a list of those medical conditions that it has determined, on the basis of available scientific evidence, reasonably could be associated with exposure to toxic chemicals at Love Canal.

Routine Physical Examinations

The Plan will pay up to a maximum of two hundred and fifty dollars (\$250.00) for each beneficiary for one routine physical examination per year. The annual physical is not subject to any deductible. Covered expenses include health care provider and physician fees; laboratory work such as urine and blood tests; and any tests recommended

by a physician or health care provider. Diagnostic tests such as a mammogram, blood tests, urinalyses, chest x-ray and prostate tests including a PSA and colonoscopy are considered part of the routine physical exam. These tests may be done over several months, but they must be completed within one year. Expenses for diagnostic tests that exceed the \$250 per beneficiary per year maximum may be covered under the Covered Medical Expenses portion of the Plan and would be subject to a deductible.

For example, assume the total cost for your physical exam was four hundred dollars (\$400.00), broken down as follows:

Office visit:	\$150
Mammogram	\$100
<u>Blood work and urinalysis</u>	<u>\$150</u>
Total	\$400

According to the Plan, two hundred fifty dollars (\$250.00) of these expenses would be covered under the Physical Examinations portion of the Plan and the remaining one hundred fifty dollars (\$150.00) would be covered as diagnostic tests under the Covered Medical Expenses portion of the Plan, and therefore subject to a deductible.

Maximum Benefit Exclusions and Limitations

The Plan will pay up to ten thousand dollars (\$10,000.00) maximum benefit per beneficiary per calendar year, for covered medical expenses subject to the following exclusions and limitations:

- A. *Allergies*. The Plan will pay for expenses incurred by you for or in connection with the testing and diagnosis of allergic disorders. Covered expenses include desensitization shots for treating the disorder.

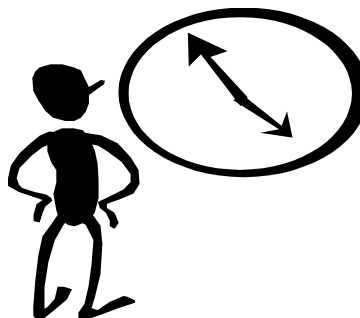
- B. Ambulance Services. The Plan will cover emergency surface transportation by ambulance to a medical facility due to an illness that reasonably could be associated with exposure to toxic chemicals at Love Canal. Emergency transportation by ambulance due to an accident or other event unrelated to Love Canal is not covered by the Plan.
- C. Appliances as Prescribed by Health Care Provider. Expenses incurred for the rental or purchase of appliances (such as devices to assist in walking [walkers, braces, crutches], hospital bed, etc.) if prescribed by a health care provider for a medical condition which reasonably could be associated with exposure to toxic chemicals at Love Canal will be covered up to a maximum of two thousand dollars (\$2,000.00) per beneficiary per year until December 31, 2010, at which time the Fund will review this benefit.
- D. Dental Care. The Plan will pay for expenses in connection with dental care, if such care is related to a birth defect or other medical condition diagnosed by a dentist or physician that reasonably could be associated with exposure to toxic chemicals at Love Canal. Routine dental care, such as cleanings, fillings, extractions, root canals, caps, crowns and cosmetic dental work are not covered.
- E. Eye Care. The Plan will pay for any expenses that are related to a birth defect or other medical condition diagnosed by a physician or ophthalmologist that reasonably could be associated with exposure to toxic chemicals at Love Canal. The Plan will not pay for routine eye care, such as eye examinations, eye glasses, contact lenses, cataract surgery or cornea transplants.

- F. Fertility Services. The Plan will pay for expenses for the diagnosis and treatment of infertility in either male or female beneficiaries, including necessary testing, that are related to a medical condition diagnosed by a physician that reasonably could be associated with exposure to toxic chemicals at Love Canal. There is a **lifetime maximum benefit of ten thousand dollars (\$10,000.00) per beneficiary**. Any reimbursement for Fertility Services will be deemed part of the annual ten thousand dollars (\$10,000.00) benefit for the year in which the payment is made.
- G. Foot Care. The Plan will pay for expenses that are related to a birth defect or other medical condition diagnosed by a physician that could be reasonably associated with exposure to toxic chemicals at Love Canal. The Plan will not pay for orthopedic shoes or expenses in connection with foot problems not related to Love Canal. The Plan will not pay for any expenses in connection with corns, calluses, fallen arches, ingrown toe nails, weak, flat or strained feet.
- H. Hearing Aids. The Plan will pay for expenses for hearing aids or other devices prescribed by a physician or state-licensed audiologist to assist the hearing impaired, when such expenses are related to a birth defect or other medical condition diagnosed by a physician or licensed audiologist which reasonably could be associated with exposure to toxic chemicals at Love Canal. Diagnostic tests to determine if hearing loss is occurring are covered by the Plan. The Plan will not pay for expenses related to normal hearing loss due to aging or work-related hearing loss. Hearing aid batteries are not covered by the Plan.

- I. Mental Health and Emotional Disorders. Expenses incurred for diagnosis and treatment of mental health and emotional disorders related to an illness or other condition that reasonably could be associated with exposure to toxic chemicals at Love Canal will be covered up to a maximum of \$2,000.00 per beneficiary per year until December 31, 2010, at which time the Fund will review this benefit.
- J. Pregnancy. The Plan will pay for expenses in connection with miscarriages and stillbirths of a female beneficiary that reasonably could be associated with exposure to toxic chemicals at Love Canal. The Plan will pay for amniocentesis, sonograms, and other procedures to detect problems with the fetus of a female beneficiary. The Plan will not pay for expenses in connection with normal pregnancy, prenatal or maternity care.
- K. Prescriptions**. The Plan will pay for prescription expenses incurred for chemotherapy treatment for cancer that reasonably could be associated with exposure to toxic chemicals at Love Canal up to a maximum of **two thousand dollars (\$2,000.00) per beneficiary per year until December 31, 2010**, at which time the Board will review this benefit. All prescription medications included in the chemo treatment protocol/regimen are covered by this Plan. Any reimbursement for prescription expenses incurred for chemotherapy treatment for cancer will be deemed part of the annual ten thousand dollars (\$10,000.00) benefit for the year in which the p a y m e n t i s m a d e .
*****Additional Rx coverage - see page 25.*****
- L. Reconstructive Surgery. The Plan will pay for expenses in connection with reconstructive surgery for a birth defect or a permanent medical condition that reasonably could be associated with exposure to toxic chemicals at Love Canal. The Plan will not pay for cosmetic surgery under any circumstances.

- M. Specialty Services The Plan will pay for hospital expenses for covered medical conditions only at a hospital accredited by the Joint Commission on Accreditation of Hospitals. Subject to the conditions, provisions, exclusions and limitations set forth elsewhere in this document, the Plan will pay for covered medical expenses for visiting nurses, hospice, residential health care facilities and rehabilitative care recommended by a physician not to exceed a lifetime total of ten thousand dollars (\$10,000.00). The Plan will not pay expenses for services rendered by or at institutions, homes or other places primarily for convalescent, rest or custodial care; health resorts or spas; sanitariums; infirmaries; at educational institutions or camps; or homes for the aged.
- N. Accidents. The Plan will not pay for expenses arising from accidents of any type.
- O. Alcohol and Substance Abuse. The Plan will not pay for expenses in connection with alcohol, drug or substance abuse of any kind.
- P. Experimental Procedures. The Plan will not pay for expenses for any procedure or service that, in the Fund's judgment, is experimental in nature.
- Q. Organ Transplants. The Plan will not pay for expenses for, or in connection with, organ transplants.
- R. Sexually Transmitted Diseases. The Plan will not pay for expenses in connection with any sexually transmitted diseases.
- S. Sterilization. The Plan will not pay for expenses for voluntary sterilization or reversal of such.
- T. Travel Expenses. The Plan will not pay expenses for personal travel or transportation to or from places of medical care (See Ambulance service).

- U. Reasonable and Customary Expenses. The Plan will pay benefits for covered expenses only to the extent that such expenses are reasonable and customary.
- V. Care Not Medically Necessary. The Plan will not pay for expenses for any procedure or service that, in our judgment, was not necessary or appropriate for your proper medical care or treatment.



SECTION III

FURTHER LIMITATIONS AND PROVISIONS

Time Period

The Plan will pay medical expenses for medical conditions that reasonably could be associated with exposure to toxic chemicals at Love Canal at the time of residency, or that may have developed after January 5, 1985. Expenses that were incurred prior to this time were compensated for as part of the settlement. Expenses for the on-going treatment of medical conditions that existed prior to January 5, 1985 as well as medical conditions that may have developed since January 5, 1985 are covered, but only for expenses incurred after January 5, 1985.

Deductible

Under the Plan, there is a one hundred dollar (\$100.00) deductible per beneficiary per year. A deductible paid to a health insurance company is considered as a reimbursable expense to be paid by the Plan subject to the Plan's one hundred dollar (\$100.00) deductible provision. For example, you have a claim for \$500. Assume your insurance has a two hundred dollar (\$200.00) deductible and pays 80% of the balance. You subtract two hundred dollars (\$200.00) from five hundred dollars (\$500.00) leaving three hundred dollars (\$300.00) to be paid. 80%, or two hundred forty dollars (\$240.00) is paid by your insurance. This leaves two hundred sixty dollars (\$260.00) (\$60 co-pay plus the \$200 deductible) that you have to pay out of pocket. When you submit this claim to the Love Canal Medical Fund, your total unreimbursed expenses are two hundred sixty dollars (\$260.00), which is then subject to LCMF's deductible.

See the following explanation.

- (1) Health care cost less your insurance deductible:
 $\$500 - \$200 = \$300$
- (2) Insurance coverage paid at 80%: $\$300 \times 80\% =$
 $\$240$ paid by insurance company
- (3) Amount paid by you that can be submitted to the
Fund:
 $\$300 - \$240 = \$60 + \200 deductible = $\$260$
- (4) Amount you receive: Out of pocket expenses less
 $\$100$ Love Canal Medical Fund deductible:
 $\$260 - \$100 = \$160$

Funds Available for Payment: Pro-Rata Payment

The Fund provides medical benefits to beneficiaries in a wide range of ages and must try to preserve sufficient assets to ensure the availability of medical benefits for the youngest beneficiaries. In order to achieve this goal, the Fund may need to limit the funds available to pay claims in a claim year. If this occurs, it may also be necessary to restrict payments based on the amount of funds available to pay claims. For a given claim year (as defined in Section IV, Subdivision 2), if the total amount of approved claims is greater than the funds available for paying benefits, the Plan will pay only part of the approved claim (not to exceed the ten thousand dollars (\$10,000.00) per person per year maximum benefit) on a pro-rated (percentage) basis, which will be calculated as follows:

THE AMOUNT OF YOUR APPROVED CLAIM DIVIDED BY THE AMOUNT OF ALL APPROVED CLAIMS, MULTIPLIED BY THE AMOUNT OF FUNDS AVAILABLE FOR PAYING BENEFITS. FOR EXAMPLE, IF YOUR APPROVED CLAIM IS FOR \$1,000 AND THE TOTAL AMOUNT OF ALL APPROVED CLAIMS IS \$100,000, AND THE AMOUNT OF FUNDS AVAILABLE FOR PAYING BENEFITS IS \$80,000, WE WILL PAY YOU \$800, DETERMINED AS FOLLOWS: AMOUNT OF FUNDS AVAILABLE DIVIDED BY TOTAL AMOUNT OF ALL APPROVED CLAIMS, MULTIPLIED BY THE AMOUNT OF YOUR APPROVED CLAIM..

$\$80,000 \text{ divided by } \$100,000 = 80\%$

$80\% \times \$1,000 = \800



Coordination of Benefits

The purpose of the Plan is to provide benefits to you for medical expenses that are not covered by health insurance or other medical benefits programs you may have. Coverage under the Plan is therefore coordinated with the coverage available to you under such other programs. Your claim for payment of covered medical expenses under this Plan will be reduced by the amounts you are entitled to receive for such expenses under your health insurance or other medical benefits programs, if any, whether private or governmental.

In some cases, the Plan may have made payment even though you had coverage under your health insurance or another medical benefits program. Under these circumstances, it will be necessary for you to refund to the Fund the amount by which the Plan should have reduced the payment made by the Plan. The Plan reserves the right to recover any overpayment.

SECTION IV

CLAIM AND APPEAL PROCEDURES: PAYMENT OF BENEFITS

Claim Forms

There are two different claim forms for use by Fund participants. One form (one page in length) is used for the annual Physical Examination. The second form consists of Parts A, B and C and is used to file a claim under the provisions of this Plan.

A copy of the routine physical examination form is mailed annually to each beneficiary. General medical expense claims forms can be obtained by any of the means described on page 17 of this Medical Benefits Plan.



Submitting a Claim

In order for the Fund to make payment to you under this Plan, you must submit a claim on a claim form provided by the Fund and pertinent documentation to support your claim. The documentation should include (1) copies (photocopies are acceptable) of medical bills, (2) information about your claim from hospitals, doctors or other providers of medical services who treated you, and (3) information regarding coverage of claimed expenses by insurance or other medical benefit programs. You do not have to prove that your medical condition was caused by exposure to toxic chemicals at Love Canal. Your claim will be reviewed by the Claims Adjuster and the Board who will determine if your medical condition reasonably could be associated with exposure to toxic chemicals at Love Canal.

Claim forms for covered medical expenses incurred from January 1 to December 31 of each year (hereinafter referred to as the "claim year") should be submitted by mail to the Claims Adjuster. You can choose either of two options for submitting claims. One option is to save all your expenses incurred throughout the year and mail them in **at one time** at the end of that year. The second option is to submit them **twice** during the year. Claims should be submitted to the Claims Adjuster who is presently:

First Niagara Risk Management, Inc.
282 Delaware Ave. Suite 200
Buffalo, NY 14202
(716) 631-9505 ——— (800) 899-3078

Claims need to be submitted in a timely manner. We recognize that there may be times when this is not possible due to insurance processing delays. However, all medical bills must be submitted within 24 months of the date of service or within 12 months of the receipt of the "Explanation of Benefits" (EOB) form provided by your insurance company, whichever is later. If you have claims that were not submitted within this time period, a waiver may be granted by the Board of Directors. To request a waiver, write a short letter stating the reasons why you feel a waiver is warranted to: LCMF, PO Box 1782, Amherst, NY 14226. You will be notified in writing of the Board's decision.

A letter and return post card will be mailed to you each claim year announcing the availability of claim forms. Claim forms may be obtained by one of the following means:

1. Send in the post card sent to you each year.
2. Write a letter to Love Canal Medical Fund, PO Box 1782, Amherst, NY 14226 to request forms.
3. Download forms at our website: www.lcmf.org.
4. Call LCMF at 716-773-6578.
5. E-Mail LCMF at lcmfund@yahoo.com

Processing and Payment of Claims

The Claims Adjuster will notify you if any additional information or documentation is needed to process your claim for benefits.

The Fund will try to pay benefits at least twice a year. The Board of Directors of the Fund reviews all claims without identification of beneficiaries. Beneficiaries will be notified within 90 days of the decision regarding submitted claims. The Board of Directors of the Fund reserves the right to pay benefits only once a year depending upon the number of claims submitted for the claim year.

Appeals Process

If your claim for benefits under the Plan is denied in whole or in part, your letter of denial will contain the reason for denial and instructions regarding the appeals process. If you wish to appeal the Fund's decision on your claim, you must submit a written letter of appeal to the Claims Adjuster postmarked within sixty (60) days after the date on the notice of denial of your claim. Failure to submit a written appeal within such 60-day period shall render the Fund's determination of denial final, binding, and conclusive. If you file an appeal, you may submit in writing whatever issues, comments and documents you feel are pertinent to a reconsideration of the Fund's decision.

All appeals of any decision to deny payment of a claim on the basis that the medical condition is not covered by this Plan because it could not reasonably be associated with exposure to toxic chemicals at Love Canal will be submitted for review to members of a Medical Appeals Board. The Medical Appeals Board shall consist of not less than three nor more than five members, at least one of whom shall be a toxicologist and at least one of whom shall be a medical doctor. Each member of the Medical Appeals Board considering the claim will reexamine all facts related to the appeal and make an individual determination as to whether the denial of benefits is justified or whether the claim should be paid in whole or in part. A majority decision rendered by the members of the Medical Appeals Board considering the claim, to affirm, reverse or modify the initial determination of denial, shall be final and binding.

The appeal of a decision to deny payment of a claim for reasons other than those involving questions of whether the medical condition reasonably could be associated with exposure to toxic chemicals at Love Canal will

be forwarded by the Claims Adjuster to the Board of Directors of the Fund for re-examination. A majority decision rendered by members of the Board considering the claim, of whether the denial of claim is justified or should be paid in whole or in part, shall be final and binding. For any claims reviewed by the Board, the name of the claimant will be removed and identification will be by a claim number assigned to the case by the Claims Adjuster.

The Claims Adjuster will advise you of the appeal decision within sixty (60) days of receipt of your written appeal request, unless the Board extends the time for an additional 60 days. The decision on appeal of a claim for benefits shall be rendered no later than 120 days after the appeal request is received.

If your claim on appeal is approved, it will be added to all claims approved in the year of the decision on your appeal for purposes of determining whether payment will be made in full or on a pro-rated basis as described in Section III above.

SECTION V GENERAL PROVISIONS

Health Insurance Portability and Accountability Act (HIPAA)

Love Canal Medical Fund is compliant with the Health Insurance Portability and Accountability Act (HIPAA) that requires the Fund to implement policies and procedures to protect Personal Health Information. The Fund has established policies that protect all individually identifiable health information held or disclosed by the Fund, whether communicated electronically, on paper, or orally. The Fund and its business agents undergo training to comply with HIPAA regulations. The Fund's privacy policy and procedures manual is available upon request.

Disclosure of Records

To process your claims under this Plan, we may need to obtain and use medical records and information about you from hospitals, doctors or other suppliers of medical services concerning diagnosis, advice, care or treatment provided to you. We may also need to obtain information from your employer, group policyholder, or medical benefits program administrator regarding your insurance coverage. When you submit a claim, you will be required to sign an authorization on the claim form giving the Fund permission to obtain and use such records and information for the purpose of evaluating and processing your claim for benefits.

Changes in the Plan

The Board of Directors of the Fund, in consultation with the Court, may change all or any part of this Plan at any time. The Fund will give you written notice of any change and post an announcement of the change on the web page at www.lcmf.org.

Notice of Change of Address

Any notice that we give you will be mailed to you at your address as it appears on our records. If there is a change in your name or address, it is *your* responsibility to give notice of such change to the Love Canal Medical Fund, P.O. Box 1782, Amherst, NY 14226.

Administration

This Plan shall be administered in all respects by the Board of Directors of the Fund.



BRIEF OUTLINE OF SELECTED COVERED MEDICAL EXPENSES

This chart provides a brief outline of selected covered and uncovered medical expenses and is not a complete explanation of such expenses. For a complete explanation, see the terms of the Medical Benefits Plan itself.

	Covered	Not Covered
Covered expenses for medical conditions related to the following:	Medical conditions that reasonably could be associated with exposure to toxic chemicals at Love Canal and are reasonable and customary expenses.	Care not medically necessary.
Routine Physical Examinations	Up to \$250 per calendar year per participant. No deductible.	
Diagnostic Procedures	Mammograms, prostate testing, colo-rectal cancer testing, blood tests, urinalysis, hearing impairments etc.	
Allergies	Testing, diagnosis and desensitization shots.	
Ambulance Services	Emergency surface transportation by ambulance to a medical facility due to an illness that reasonably could be associated with exposure to toxic chemicals at Love Canal.	Emergency transportation by ambulance due to an accident unrelated to Love Canal.
Appliances (wheelchair, walker, crutches, hospital bed)	Up to \$2,000 per year for rental or purchase of devices if prescribed by a health care provider for a condition that reasonably could be associated with exposure to toxic chemicals at Love Canal.	

	Covered	Not Covered
Covered expenses for medical conditions related to the following:	Medical conditions that reasonably could be associated with exposure to toxic chemicals at Love Canal and are reasonable and customary expenses.	Care not medically necessary.
Dental Care	If related to a birth defect or other medical condition diagnosed by a dentist or physician that reasonably could be associated with exposure to toxic chemicals at Love Canal.	Routine dental care such as cleanings, fillings, extractions, root canal, caps, crowns and cosmetic dental work.
Eye Care	If related to a birth defect or other medical condition diagnosed by a physician or ophthalmologist that reasonably could be associated with exposure to toxic chemicals at Love Canal.	Eye examination, eye glasses, contact lenses, cataract surgery or cornea transplants.
Fertility Services	Up to a lifetime maximum of \$10,000 per beneficiary for the diagnosis and treatment of infertility in either male or female beneficiaries, if related to a medical condition diagnosed by a physician that reasonably could be associated with exposure to toxic chemicals at Love Canal.	Treatment or testing for non-beneficiaries.
Foot Care	If related to a birth defect or other medical condition diagnosed by a physician that reasonably could be associated with exposure to toxic chemicals at Love Canal.	Expenses in connection with corns, calluses, fallen arches, ingrown toe nails, weak, flat or strained feet.

	Covered	Not Covered
Covered expenses for medical conditions related to the following:	Medical conditions that reasonably could be associated with exposure to toxic chemicals at Love Canal and are reasonable and customary expenses.	Care not medically necessary.
Hearing Aids	If related to a birth defect or other medical condition diagnosed by a physician or licensed audiologist that reasonably could be associated with exposure to toxic chemicals at Love Canal.	Normal hearing loss due to aging or work-related hearing loss; expenses for hearing aid batteries.
Mental Health and Emotional Disorders	Up to \$2,000 per year for testing and treatment for an illness or condition that reasonably could be associated with exposure to toxic chemicals at Love Canal.	
Pregnancy	Expenses in connection with miscarriages and stillbirths; amniocentesis, sonograms and other procedures to detect fetal problems.	Expenses for normal pregnancy, prenatal or maternity care.
Prescriptions	Up to \$2,000 per year for chemotherapy treatment for cancer that reasonably could be associated with exposure to toxic chemicals at Love Canal. All prescription medication included in the chemo treatment protocol/regimen are covered.	Routine prescription medication.

	Covered	Not Covered
Covered expenses for medical conditions related to the following:	Medical conditions that reasonably could be associated with exposure to toxic chemicals at Love Canal and are reasonable and customary expenses.	Care not medically necessary.
Reconstructive Surgery	Reconstructive surgery for a birth defect or other medical condition that reasonably could be associated with exposure to toxic chemicals at Love Canal.	Cosmetic surgery.
Accidents		Not covered.
Alcohol / Substance Abuse		Not covered.
Experimental Procedures		Not covered.
Hair Transplantation, Toupees and Wigs		Not covered
Organ transplants		Not covered.
Sexually Transmitted Diseases		Not covered.
Sterilization		Not covered.
Travel expenses		Travel expenses to and from health care providers.

Amended December 2009

Important Notice

Prescription Medication Reimbursement Benefit 1/1/2010 to 12/31/2011

The Board of Directors has approved limited reimbursement for prescription medication expenses related to medical conditions that reasonably could be associated with exposure to toxic chemicals at Love Canal for the period beginning January 1, 2010 and ending December 31, 2011 (unless extended or modified by the Board of Directors).

There is a maximum annual reimbursement of \$250.00 for prescription medications (as defined above).

Requests for prescription medication reimbursement should be submitted along with other medical benefit expense items and as such are subject to the existing \$100.00 deductible fee for medical benefits.

The Claims Adjuster and the Board will review your claim to determine if your medical condition reasonably could be associated with exposure to toxic chemicals at Love Canal.

This **DOES NOT** affect current guidelines regarding chemotherapy prescription medication coverage.