



**PATIENT PROTECTION AND AFFORDABLE CARE ACT RIDER 3**  
**GRANDFATHERED HNY GROUP**

This Rider changes provisions in, or adds provisions to, your Subscriber Contract, including any affected riders, endorsements or other amendments thereto, (hereinafter collectively "Subscriber Contract") issued by Easy Choice Health Plan of New York ("Us"); as required by the federal Patient Protection and Affordable Care Act. Except as otherwise provided in this Rider, the provisions herein apply to all persons covered under the Subscriber Contract ("Members").

All of the terms, conditions, and limitations of the Subscriber Contract to which this Rider is attached also apply to this Rider, except where they are specifically changed by this Rider.

This Rider shall take effect on your group's first renewal date on or after October 1, 2010.

1. **Grandfathered Contract.** We believe your Contract is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Contract may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to [Customer Service] by calling the number on your identification card. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa). This website has a table summarizing which protections do and do not apply to grandfathered health plans.

5. **Annual Limits.** Any annual dollar limit under your Subscriber Contract that applies to Essential Benefits, whether such annual limit applies only to an Essential Benefit or includes Essential Benefits and other benefits, is hereby deleted. "Essential Benefits" include ambulatory care; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative care; laboratory services; preventive and wellness services and chronic disease management; pediatric services including oral and vision care; and any other services set forth in regulations issued pursuant to the Patient Protection and Affordable Care Act.
6. **Pre-Existing Conditions.** Under this Rider, the provision in your Subscriber Contract that allows us to exclude or otherwise limit coverage for Pre-Existing Conditions until a Member has been continuously covered under the Subscriber Contract for a stated period is hereby deleted in its entirety with respect to all Members under the age of 19.
7. **Lifetime Dollar Limits Deleted.** Any lifetime dollar limit under your Subscriber Contract that applies to Essential Benefits, whether such lifetime limit applies only to an Essential Benefit or includes Essential Benefits and other benefits, is hereby deleted in its entirety. "Essential Benefits" include ambulatory care; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative care; laboratory services; preventive and wellness services and chronic disease management; pediatric services, including oral and vision care; and any other services set forth in regulations issued pursuant to the Patient Protection and Affordable Care Act.

8. **Dependent Children Covered to Age 26.** If your Subscriber Contract makes coverage of dependents available, this Rider applies to coverage of children as follows:
- A. If you selected other than individual coverage, your children who are under the age of 26 may be covered under your Subscriber Contract. Coverage lasts until the end of the month in which the child turns 26 years of age. Your children need not be financially dependent upon you for support or claimed as dependents on your tax return; residents of your household; enrolled as students; or unmarried. Children-in-law (spouses of children) and grandchildren are not covered under this Rider.  
  
Coverage for Your child who is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation, or physical handicap and who became so incapable prior to attaining age 26 shall not terminate while your Subscriber Contract remains in effect and the child remains in such condition, if You submit proof of Your child's incapacity within 31 days of Your child's attaining age 26.
  - B. "Children" include your natural children, a legally adopted child; a step child; and a child for whom you are the proposed adoptive parent and who is dependent upon you during the waiting period prior to the adoption period. Coverage lasts until [the end of the [month; year] in which] the child turns [26] years of age.
  - C. A child chiefly dependent upon you for support and for whom you have been appointed the legal guardian by court order is covered. Coverage lasts until the end of the month in which the child turns 26 years of age.
  - D. Coverage shall be provided for any unmarried dependent child, regardless of age, who is incapable of self- sustaining employment because of mental retardation, mental illness, or developmental disability as defined in the New York Mental Hygiene Law, or because of physical handicap and who became so incapable prior to attainment of the age at which dependent coverage would otherwise terminate.
  - E. The provisions of any applicable Age 29 Rider to your Subscriber Contract that extends coverage for young adults through age 29 (for example, the provision requiring that the child be unmarried) shall remain in effect for children ages 26 through 29 and are not changed by provisions set forth above in this Paragraph [9] that apply to children under the age of 26.
9. **Other Provisions.** All of the terms, conditions, and limitations of your Subscriber Contract to which this Rider is attached also apply to this Rider, except where they are specifically changed by this Rider.

**Easy Choice Health Plan of New York**  
**45 Broadway, Suite 300**  
**New York, NY 10006**

By: 

Sury Anand, MD  
President/CEO