

# City of Waterbury



**Effective Date: January 2006**  
**Plan Number: 001645**

**Century Preferred  
Summary Booklet**

**AFSCME (Blue Collar Unit) – 205**  
**Waterbury Teachers Association – 212**  
**Waterbury City Employees Assoc.**  
**(White Collar Unit) – 217**  
**Connecticut Health Care Associates – 223**  
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**School Administrators of Waterbury – 231**  
**Service Employees International Union – 235**  
**Waterbury Police Union – 238**  
**Non-Union and Non-Contract Employees – 400**

**PLEASE READ YOUR SUMMARY BOOKLET CAREFULLY**

**Anthem**

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## **INTRODUCTION**

This Summary Booklet describes generally this Benefit Program, which is funded by the **City of Waterbury** and for which Anthem Blue Cross and Blue Shield performs various administrative services.

This Summary Booklet is a description of the Benefit Program only, it is neither intended to describe any other health benefit plans the Employer Group may offer nor by itself intended to be a summary plan description as defined in the Employee Retirement Income Security Act of 1985, as amended (ERISA). In addition, the Employer Group may have requirements with regard to the administration of the Benefit Program.

The Benefit Program is a self-insured health benefit plan. It is not an insurance policy or underwritten program. This Summary Booklet has been prepared by Anthem BCBS on behalf of and at the direction of the Employer Group for the purpose of describing the benefits the Employer Group has agreed to provide to its Employees and their Dependents under the Benefit Program. The Employer Group is responsible for whether the Summary Booklet completely or accurately describes the Benefit Program.

Anthem Blue Cross and Blue Shield is the trade name of Anthem Insurance Companies, Inc., an independent licensee of the Blue Cross and Blue Shield Association, provides administrative claims payment services only and do not assume any financial risk or obligation with respect to claims.

Anthem BCBS performs various administrative services with regard to the Benefit Program as described in the Administrative Services Only Agreement between Anthem BCBS and the Employer Group. The Employer Group has the right to change the benefits under the Benefit Program, subject to the terms specified in the Administrative Services Only Agreement. A change by the Employer Group of the benefits described in this Summary Booklet will not be administered by Anthem BCBS unless the terms of the Administrative Services Only Agreement, including notice to Anthem BCBS of the change, are complied with by the Employer Group. Accordingly, except as specifically required by the terms of the Administrative Services Only Agreement, Anthem BCBS shall have no responsibility to perform certain administrative services with regard to benefit changes made by the Employer Group under the Benefit Program unless they are communicated to Anthem BCBS in the manner prescribed under the Administrative Services Only Agreement. Please be sure to contact the benefits coordinator at the Employer Group for more information concerning the Employer Group's obligations under the Administrative Services Only Agreement; the Employer Group's requirements, if any, regarding participation in the Benefit Program; and to obtain a summary plan description of the employee health care benefit plan.

A Covered Person's rights to benefits under this Benefit Program are subject to all the terms of the Administrative Services Only Agreement and such rights shall terminate in accordance with the terms and provisions as specified therein.

All the defined terms used in this Summary Booklet have the meanings ascribed to them herein without reference to any of the definitions contained in the Administrative Services Only Agreement. The terms of this Summary Booklet shall govern and supersede any previous versions of this Summary Booklet and any outlines or other summaries distributed by the Employer Group or Anthem BCBS with respect to the Benefit Program.

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery and 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

## **Customer Service**

You usually will be able to answer your benefits questions by referring to this Summary Booklet. If you need help with your Membership, benefits or claims, call or write the Member Services Department, at Anthem Blue Cross and Blue Shield, dedicated to serving your group:

Member Services is available to explain policies and procedures and answer questions regarding the availability of benefits.

For information and assistance, a Covered Person may call or write Anthem BCBS. The telephone number for Member Services is printed on the Covered Person's Identification Card. The address of Anthem BCBS is:

Anthem Blue Cross and Blue Shield  
Member Services/Customer Action Team  
P.O. Box 533  
370 Bassett Road  
North Haven, Connecticut 06473

**Customer Service Telephone** Toll free in and outside of Connecticut – 1 (800) 545-0948  
Monday through Friday - 8:00 a.m. to 5:00 p.m.

**Home Office Address** You may visit our home office during normal business hours at  
370 Bassett Road, North Haven, CT 06473

“You” or “your” refers to the Covered Person or the Dependent of the Covered Person who is named on the Identification (ID) Card. The Covered Person is the person for whom the group Contractholder has provided coverage through his or her employment. The Dependent Covered Person is a covered Dependent of the Covered Person. The group Contractholder has contracted with us to provide coverage for its group Covered Persons and their Dependent Covered Persons. “We,” “us,” and “our” refer to Anthem Blue Cross and Blue Shield (“Anthem BCBS”). Other terms are defined in the “Definitions” section of the Summary Booklet.

## **Century Preferred Health Care Benefit Program**

This Summary Booklet describes your Century Preferred health care coverage. The Summary Booklet explains the benefits, exclusions, limitations, terms and conditions of Membership and services and the guidelines which must be adhered to in order for you to obtain benefits for Covered Services. This Summary Booklet replaces and supersedes any Summary Booklet, contract, policy or program of the same or similar coverage that Anthem BCBS may have issued to you prior to the issue date of this Policy. Amendments to this Summary Booklet may occur. The Effective Date of such changes shall be designated by Anthem BCBS and the Employer Group.

Century Preferred is a Preferred Provider Organization (PPO) Benefit Program. This Benefit Program provides service throughout the state of Connecticut. The selection of a primary care Physician (PCP) is not required. However, this is a managed care program which requires that you observe all guidelines and procedures for obtaining Covered Services.

This Benefit Program offers you the flexibility to determine how you wish to access benefits and obtain Covered Services. There are two levels of coverage under this Benefit Program; In-Network and Out-of-Network coverage. When you visit an Anthem BCBS Century Preferred Provider for Covered Services, you are responsible for the In-Network Copayments, and any applicable Cost-Shares. ***Your benefits are highest when you visit an Anthem BCBS Century Preferred Provider.***

If you visit an Out-of-Network Provider for Covered Services, you are responsible for Out-of-Network Copayments and any applicable Cost-Shares or Penalties. You are also responsible for any charges in excess of the Maximum Allowable Amount (MAA).

When establishing the MAA for the Out-of-Network Providers, Anthem BCBS considers industry costs, reimbursement and utilization data indices, including geographically based national reimbursement data.

***Please see the Schedule of Benefits for the applicable Cost-Shares and/or Penalties for both options. In addition to listing the Copayments and Cost-Shares that are your responsibility, this Schedule of Benefits also contains benefit maximums for specific types of coverage.***

Century Preferred has a statewide network of Participating Physicians, Providers and Hospitals that you may obtain In-Network services from. For a geographic distribution of these Providers, please refer to the Century Preferred Provider Directory.

***Anthem BCBS*** is not responsible for notifying a Physician's patients when the Provider leaves the Participating Provider network. Although the Century Preferred Provider Directory is updated regularly to keep Covered Persons informed of a Provider's participating/non-participating status; we recommend that you verify with the Provider their participating status prior to incurring services.

Your Participating Provider's agreement for providing Covered Services may include financial incentives or risk sharing relationships related to provision of services or referrals to other Providers, including Network Providers and Non-network Providers and disease management programs. If you have questions regarding such incentives or risk sharing relationships, please contact your Provider or Anthem BCBS.

None of Anthem BCBS's employees or the providers with whom it contracts with to make medical management decisions are paid or provided incentives to deny or withhold benefits for services that are Medically Necessary and are otherwise covered under the Plan. In addition, Anthem BCBS requires certain members of our clinical staff to sign an annual statement. This statement verifies that they are not receiving payments that would either encourage or reward them for denying benefits for services that are Medically Necessary and are otherwise covered under the Plan.

The Covered Person is entitled to the Covered Services described in the Benefits Section of the Summary Booklet. The Covered Services therein are subject to the terms; conditions; and limitations of the Benefit Program and the Summary Booklet.

## **BlueCard PPO Program**

Anthem BCBS, like other Blue Cross and Blue Shield Licensees, participates in a program called “BlueCard”. This program provides Anthem BCBS Covered Persons with access to benefits for Covered Services outside of Connecticut. When a Covered Person obtains Covered Services outside of Connecticut, the claims for those services may be processed through the BlueCard program and presented to Anthem BCBS for payment in conformity with network access rules of the BlueCard policies then in effect. Under BlueCard, when Covered Persons receive Covered Services outside of Connecticut, in an area served by another Blue Cross and/or Blue Shield plan that is in the BlueCard program (“Host Plan”), Anthem BCBS will remain responsible to the Covered Person in accordance with this Summary Booklet. However, the other Blue Cross and/or Blue Shield plan in the BlueCard program will only be responsible, in accordance with applicable BlueCard policies, to provide access to such Covered Services on behalf of Covered Persons through contracting arrangements it has with its participating providers. In addition, that Blue Cross and/or Blue Shield plan will handle interactions with its participating providers. If a Blue Cross and/or Blue Shield plan does not participate in the BlueCard program, then Anthem BCBS will not be able to access that plan’s reimbursement arrangements with its participating providers. To locate participating Providers throughout the United States please call 1 (800) 810-BLUE.

## SCHEDULE OF BENEFITS

### CENTURY PREFERRED

This schedule generally describes the benefits available for Covered Services under this Summary Booklet. For a more detailed explanation of benefits provided, you should refer to the appropriate section of the Summary Booklet. This Schedule of Benefits is subject to all the terms, conditions, and limitations set forth in this Summary Booklet.

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
<b>Covered Person Annual Deductible</b>	Not Applicable	\$400 individual \$800 two person \$1,200 family
<b>Covered Person Coinsurance</b>	Not Applicable	30%
<b>Covered Person Cost-Share Maximum</b>	Not Applicable	\$1,600 individual \$3,200 two person \$4,800 family
<b>Lifetime Maximum</b>	Unlimited	
<b>PREVENTIVE SERVICES</b>		
<b>Well Child Care:</b> 6 exams from birth to 1 year of age 6 exams 1 through 5 years of age 1 exam every 2 Calendar Years 6 through 10 years of age 1 exam every Calendar Year 11 through 21 years of age	\$20 Copay	Deductible & Coinsurance
<b>Adult Physical Examinations:</b> 1 exam every 5 Calendar Years 22 through 29 years of age 1 exam every 3 Calendar Years 30 through 39 years of age 1 exam every 2 Calendar Years 40 through 49 years of age 1 exam per Calendar Year 50 years of age and older	\$20 Copay	Deductible & Coinsurance
<b>Routine Gynecological Visit</b> 1 visit per Calendar Year including pap smear	\$20 Copay	Deductible & Coinsurance

<b>Mammography</b> One baseline screening for female 35 through 39 years of age  One screening mammogram every Calendar Year for female 40 and older  Note: or more frequently if recommended by the woman's Physician (M.D.)	No Copay	Deductible & Coinsurance
<b>Immunizations and Vaccinations</b> includes those needed for travel	No Copay	Deductible & Coinsurance
<b>Vision Exams</b> 1 vision exam and refraction every 2 Calendar Years	\$20 Copay	Deductible & Coinsurance
<b>Hearing Exams</b> 1 hearing exam every 2 Calendar Years	\$20 Copay	Deductible & Coinsurance
<b>HOSPITAL SERVICES</b>		
<b>All Inpatient Admissions</b>	\$200 Copay	Deductible & Coinsurance
<b>Specialty Hospital</b> 60 days per Covered Person per Calendar Year	\$200 Copay	Deductible & Coinsurance
<b>Outpatient Surgery</b> In a licensed ambulatory surgical center (including colonoscopy)	\$100 Copay	Deductible & Coinsurance
<b>DIAGNOSTIC SERVICES</b>		
<b>Diagnostic, Laboratory and X-ray Services</b>	No Copay	Deductible & Coinsurance
<b>THERAPY SERVICES</b>		
<b>Outpatient Rehabilitation</b> Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year	\$20 Copay	Deductible & Coinsurance
<b>Other Therapy Services:</b> Outpatient cardiac rehabilitation therapy Radiation therapy: Chemotherapy for the treatment of cancer Electroshock Therapy Kidney Dialysis in a Hospital or free-standing dialysis center	No Copay	Deductible & Coinsurance

<b>Allergy Office Visit/Testing</b>	\$20 Copay	Deductible & Coinsurance
<b>Allergy Injections</b> Immunotherapy or other therapy treatments Up to a maximum of 80 visits over a 3 Calendar Year period	No Copay	Deductible & Coinsurance
<b>MEDICAL EMERGENCY / URGENT CARE SERVICES</b>		
<b>Emergency Room Treatment</b> Emergency Room Copayment waived if the Covered Person is admitted directly to the Hospital from the emergency room	\$75 Copay	Paid as an In-Network Service
<b>Urgent Care Services</b>	\$75 Copay	Paid as an In-Network Service
<b>Ambulance</b> Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule.	No Copay	Paid as an In-Network Service
<b>PHYSICIAN MEDICAL/ SURGICAL SERVICES</b>		
<b>Medical Office Visit</b>	\$20 Copay	Deductible & Coinsurance
<b>Services of a Physician or Surgeon</b> (other than a medical office visit)	No Copay	Deductible & Coinsurance
<b>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>		
<b>Outpatient Treatment for Mental Health Care and Substance Abuse Care</b>	\$20 Copay	Deductible & Coinsurance
<b>Inpatient Hospital Services</b> In a Hospital or Residential Treatment Center for Mental Health Care Per Admission	\$200 Copay	Deductible & Coinsurance
<b>Inpatient Rehabilitation Treatment for Substance Abuse Care</b> In a Hospital or Substance Abuse Treatment Facility Per Admission	\$200 Copay	Deductible & Coinsurance
<b>OTHER MEDICAL SERVICES</b>		
<b>Skilled Nursing Facility</b> up to 120 days per Calendar Year	\$200 Copay	Deductible & Coinsurance
<b>Private Duty Nursing</b> limited to \$15,000 Per Calendar Year	Not Applicable	Deductible & Coinsurance

<p><b>Prescription Drugs:</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 31-day supply or 100 unit dose, whichever is greater.</p> <p>Diabetic equipment, drugs and supplies</p>	Not Applicable	Deductible & Coinsurance
<p><b>Human Organ and Tissue Transplant Services</b> \$1,000,000 Lifetime Maximum</p>	No Copay	Deductible & Coinsurance
<p><b>Home Health Care</b> Nursing and therapeutic services limited to 200 visits</p> <p>Home health aide services limited to 80 visits that are applicable to the 200 visit limit</p>	No Copay	<p>Deductible* &amp; 20% Coinsurance</p> <p>*After a \$50 Deductible has been met, the Covered Person shall pay the applicable Coinsurance, plus amounts above the Maximum Allowable Amount. The Deductible for Home Health Care benefits accrues towards the Covered Person's annual Deductible.</p>
<p><b>Infusion Therapy</b> Unlimited maximum</p>	No Copay	Deductible & Coinsurance
<p><b>Durable Medical Equipment and Prosthetic Devices</b> Unlimited maximum</p> <p><b>Hearing Aid Coverage</b> available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period.</p>	No Cost-Share	Deductible & Coinsurance
<p><b>Ostomy Related Services</b></p>	No Copay	Deductible & Coinsurance
<p><b>Wig</b> Up to \$350 maximum per Covered Person per Calendar Year.</p>	No Copay	No Cost-Share
<p><b>Specialized Formula</b></p>	No Copay	Deductible & Coinsurance
<p><b>Hospice Care (inpatient)</b> 60 days per Calendar Year</p>	No Copay	Deductible & Coinsurance
<p><b>Infertility</b> Phase I Evaluation</p> <p>Phase II/III Diagnostic and] Treatment</p> <p>Unlimited lifetime maximum for Phase I and Phase II/III</p>	<p>\$20 Copay</p> <p>No Cost-Share</p>	<p>Deductible &amp; Coinsurance</p> <p>Deductible &amp; Coinsurance</p>

<b>Maternity</b>	\$20 Copay first visit only	Deductible & Coinsurance
<b>OTHER</b>		
Penalty for Failure to Prior Authorize Covered Services  Please note that the combined penalty amount for Facility Benefit and the Admitting Physician Benefit will be no greater than \$500	\$200 Hospital and 25% Physician (of Maximum Allowable Amount (MAA))	\$200 Hospital and 25% Physician (of Maximum Allowable Amount (MAA))

**Pre-Existing Condition Limitation Exclusion** – For Late Enrollees, this Summary Booklet does not cover charges for Pre-Existing Conditions diagnosed or treated during the 6 months immediately preceding the original Effective Date of continuous coverage during the Pre-Existing Condition Limitation Period. The Pre-Existing Condition Limitation Period may last up to 12 months from your Enrollment Date. Credit from prior Creditable Coverage will be applied if applicable to reduce your specific Pre-Existing Condition Limitation Period. You will be notified in writing by Anthem BCBS exactly how many months you will be subject to this exclusion.

**Note: Out of Network services applicable after Deductible and Coinsurance. The Covered Person is responsible for the difference between Maximum Allowable Amount (MAA) and total charge.**

## **DEFINITIONS**

**ACTIVELY AT WORK:** The term Actively At Work means the employee must work at the Employer Group's place of business or at such place(s) as normal business requires. The employee must perform all duties of the job as required of a full-time, or part-time or temporary employee working 20 or more hours per week on a regularly scheduled basis. Eligible employees who do not satisfy the criteria, solely due to a health-related reason, are considered Actively At Work for purposes of initial eligibility under the Benefit Program.

**ADMINISTRATIVE SERVICES ONLY AGREEMENT:** The term Administrative Services Only Agreement means an administrative agreement between Anthem BCBS and the Employer Group establishing administration fees, remittance of paid claims, benefits to be administered, the Effective Date of the Employer Group and setting forth the duties and responsibilities of the Employer Group and Anthem BCBS.

**ADMISSION:** The term Admission means the period from the date the Covered Person enters the Hospital, Skilled Nursing Facility, Substance Abuse Treatment Facility, Residential Treatment Facility, Hospice or other Inpatient Facility as an Inpatient until the date of discharge. When counting days of Inpatient services, the date of entry and date of discharge are combined to count together as one day.

**Elective Admission:** The term Elective Admission means an Inpatient Admission which is Medically Necessary and scheduled in advance where the Covered Person does not require immediate medical treatment to prevent death, disability or serious impairment of bodily part or function.

**AMBULANCE SERVICE:** The term Ambulance Service means a commercial or municipal Ambulance Service issued a license by the State of Connecticut Office of Emergency Medical Services. If out of state, an Ambulance Service must have equivalent licensure.

**ANTHEM BCBS:** The term Anthem BCBS means Anthem Health Plans, Inc. doing business as Blue Cross and Blue Shield, an independent licensee of the Blue Cross and Blue Shield Association or its agents, representatives, contractors, subcontractors or affiliates.

**APPLIANCE(S):** The term Appliance(s) means leg, arm, back or neck braces, or artificial legs, arms or eyes, and any prosthesis with supports, including replacement if a Covered Person's physical condition changes.

**AUTHORIZE:** The term Authorize (Authorization) means that approval has been obtained from Anthem BCBS for the Emergency Admission of a Covered Person to a Hospital, Skilled Nursing Facility, Substance Abuse Treatment Facility, Residential Treatment Facility or Hospice, when required under the terms of this Benefit Program.

**BENEFIT EXCLUSION PERIOD:** The term Benefit Exclusion Period means a period of time during which no benefits will be provided for a Pre-Existing Condition.

**BENEFIT PERIOD:** The term Benefit Period means the consecutive extent of time for which benefits are payable. Unless otherwise defined as a period of days in the Schedule of Benefits.

**BENEFIT PROGRAM:** The term Benefit Program means the program of health care benefits that is identified on the cover page of the Summary Booklet and described herein.

**BIRTHCENTER:** The term Birthcenter means a facility separate from a Hospital which provides room, board and Special Services related to the management of normal childbirth. Synonymous terms are Birthing Center and Childbirth Center.

**CALENDAR YEAR:** The term Calendar Year means a period beginning 12:01 a.m. on January 1 and ending midnight on December 31 of the same year.

**CANCER CLINICAL TRIAL:** The term Cancer Clinical Trial means an organized, systematic, scientific study of therapies, tests or other clinical interventions for purposes of treatment or palliation or therapeutic intervention for the prevention of cancer in human being except that a clinical trial for the prevention of cancer is eligible for coverage only if it involves a therapeutic intervention and is a Phase III clinical trial that is conducted at multiple institutions. A Cancer Clinical Trial must be conducted under the auspices of an independent peer-reviewed protocol that has been reviewed and approved by:

- One of the National Institutes of Health; or
- A National Cancer Institute affiliated cooperative group; or
- The federal Food and Drug Administration as part of an investigational new drug or device exemption; or
- The federal Department of Defense or Veterans Affairs.

**CASE MANAGEMENT:** The term Case Management means the process of evaluating and arranging for Medically Necessary treatment for patients, identified through the use of one or more managed care programs.

**CHRONIC CARE:** The term Chronic Care means a condition that continues and/or recurs over a prolonged period of time. The condition is characterized by either a slow progressive loss of function or a static/stationary loss of function in which little or no measurable objective improvement is made despite therapeutic intervention.

**COINSURANCE:** The term Coinsurance means a fixed percentage of the Maximum Allowable Amount for Covered Services which the Covered Person is required to pay as specified in the Schedule of Benefits.

**CONCURRENT REVIEW:** The term Concurrent Review means a process to monitor all Inpatient Admissions to determine its continued Medical Necessity, starting from the assignment of the initial Prior Authorization of days and continuing to the Covered Person's discharge.

**CONTRACTHOLDER:** The term Contractholder means the Employer Group to which the Administrative Services Only Agreement is issued.

**COPAYMENT:** The term Copayment means a fixed amount which the Covered Person is required to pay for Covered Services. This fee is payable by a Covered Person for certain Covered Services at the time that those services are rendered. Copayments are listed in the Schedule of Benefits.

**COST-SHARE:** The term Cost-Share means the amount which the Covered Person is required to pay for Covered Services. Where applicable, Cost-Shares can be in the form of Copayments, Coinsurance, and/or Deductibles.

**COST-SHARE MAXIMUM:** The term Cost-Share Maximum means the Deductible plus Coinsurance amounts which are paid by the Covered Person on a Calendar Year basis.

**COVERED EMPLOYEE:** The term Covered Employee means an Eligible Person as defined in the Eligibility Section and in whose name an Identification Card is issued.

**COVERED PERSON:** The term Covered Person means a person who becomes eligible for Covered Services under this Benefit Program through his or her Employer Group, has enrolled in this Benefit Program and in whose name an Identification Card is issued.

**COVERED SERVICE(S):** The term Covered Service means services, supplies or treatment as described in this Summary Booklet. To be a Covered Service, the service, supply or treatment must be:

- a. Medically Necessary or otherwise specifically included as a benefit under this Summary Booklet;
- b. Within the scope of the license of the Provider performing the service;
- c. Rendered while coverage under this Summary Booklet is in force;
- d. Not Experimental or Investigational or otherwise excluded or limited by the Summary Booklet;

- e. Authorized in advance by Anthem BCBS if such prior authorization is required under the Summary Booklet.

**CREDITABLE COVERAGE (Proof of prior coverage):** The term Creditable Coverage means health coverage provided through an individual policy, a self-funded or fully insured group health plan offered by a public or private employer, Medicare, Medical Assistance, General Assistance Medical Care, the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS), Federal Employees Health Benefit Plan (FEHBP), Medical Care Program of the Indian Health Service of a tribal organization, a state health benefit risk pool, a State Children's Health Insurance Program (S-CHIP), a qualified Public Health Plan or a Peace Corp health plan.

**CUSTODIAL CARE:** The term Custodial Care means care primarily for the purpose of assisting the Covered Person in the activities of daily living or in meeting personal rather than medical needs, and which is not specific treatment for an illness or injury. It is care which cannot be expected to substantially improve a medical condition and has minimal therapeutic value. Such care includes, but is not limited to:

- assistance with walking, bathing, or dressing;
- transfer or positioning in bed;
- normally self-administered medicine;
- meal preparation;
- feeding by utensil, tube, or gastrostomy;
- oral hygiene;
- ordinary skin and nail care;
- catheter care;
- suctioning;
- using the toilet;
- enemas; and
- preparation of special diets and supervision over medical equipment or exercises; or
- over self-administration of oral medications not requiring constant attention of trained medical personnel.

Care can be custodial whether or not it is recommended or performed by a professional and whether or not it is performed in a facility (e.g. Hospital or Skilled Nursing Facility) or at home.

**DATE OF PLACEMENT:** The term Date of Placement means the assumption and retention by a person of legal obligation for total or partial support of a child in anticipation of adoption of the child.

**DAY/NIGHT VISIT:** The term Day/Night Visit means continuous treatment consisting of not less than 4 hours and not more than 12 hours in any 24 hour period when received in a General or Specialty Hospital or in a Substance Abuse Treatment Facility.

**DEDUCTIBLE:** The term Deductible means the fixed amount which the Covered Person must pay for Covered Services in a Calendar Year prior to the application of Coinsurance when using the Out-of-Network Option.

1. The individual and family Deductible amounts are shown in the Schedule of Benefits
2. The family Deductible amount (2 Covered Person) is met when each Covered Person meets the individual Deductible amount as specified in the Schedule of Benefits.
3. The family Deductible amount (3 or more Covered Persons) is met when one Covered Person meets and the other family Covered Persons collectively meet the difference between the individual Deductible and family Deductible amounts, as specified in the Schedule of Benefits.

**DEPENDENT:** The term Dependent means a Covered Person's lawful spouse under a legally valid existing marriage and any unmarried children who meet the eligibility requirements set forth in the Eligibility Section.

**DESCRIPTION OF BENEFITS:** The term Description of Benefits means the document which describes for the Employer the Benefit Program.

**DURABLE MEDICAL EQUIPMENT:** The terms Durable Medical Equipment means equipment which:

1. is designated for repeated use in the Medically Necessary Care, diagnosis or treatment of an illness or injury;
2. improves the function of a malformed body part or prevents or retards further deterioration of the Covered Person's medical condition; and
3. is not useful in the absence of injury or illness.

**EFFECTIVE DATE:** The term Effective Date means the date a Covered Person and his or her Dependents, if any, are accepted by Anthem BCBS and eligible to receive benefits for Covered Services under this Benefit Program.

**ELIGIBILITY:** The term Eligibility means qualifying for coverage according to the Description of Benefits description of Eligible Person and Eligible Dependent.

**EMPLOYER GROUP:** The term Employer Group means a business entity which meets the underwriting requirements established by Anthem BCBS, and is accepted by Anthem BCBS.

**ENROLLMENT DATE:** The term Enrollment Date means the first day of coverage or, if there is a Waiting Period, the first day of the Waiting Period.

**EXPERIMENTAL OR INVESTIGATIONAL:** The term Experimental or Investigational means any drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply used in or directly related to the diagnosis, evaluation, or treatment of a disease, injury, illness, or other health condition which Anthem BCBS determines in its sole discretion to be Experimental or Investigational.

- A. Anthem BCBS will deem any drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply to be Experimental or Investigational if it determines that one or more of the following criteria apply when the service is rendered with respect to the use for which benefits are sought.

The drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply:

1. Cannot be legally marketed in the United States without the final approval of the Food and Drug Administration ("FDA") or any other state or federal regulatory agency and such final approval has not been granted; or
  2. Has been determined by the FDA to be contraindicated for the specific use; or
  3. Is provided as part of a clinical research protocol or clinical trial or is provided in any other manner that is intended to evaluate the safety, toxicity or efficacy of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply; or
  4. Is subject to review and approval of an Institutional Review Board ("IRB") or other body serving a similar function; or
  5. Is provided pursuant to informed consent documents that describe the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply as Experimental or Investigational or otherwise indicate that the safety, toxicity or efficacy of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply is under evaluation.
- B. Any service not deemed Experimental or Investigational based on the criteria in subsection A. may still be deemed to be Experimental or Investigational by Anthem BCBS. In determining whether a service is Experimental or Investigational, Anthem BCBS will consider the information described in subsection C. and assess the following:
    1. Whether the scientific evidence is conclusory concerning the effects of the service or health outcomes;

2. Whether the evidence demonstrates the service improves the net health outcomes of the total population for whom the service might be proposed by producing beneficial effects that outweigh any harmful effects;
  3. Whether the evidence demonstrates the service has been shown to be as beneficial for the total population for whom the service might be proposed as any established alternatives;
  4. Whether the evidences demonstrates the service has been shown to improve the net health outcomes of the total population of whom the service might be proposed under the usual conditions of medical practice outside clinical investigatory settings.
- C. The information considered or evaluated by Anthem BCBS to determine whether a drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply is Experimental or Investigational under subsections A. and B. may include one or more items from the following list which is not all inclusive:
1. Published authoritative, peer-reviewed medical or scientific literature, or the absence thereof; or
  2. Evaluations of national medical associations, consensus panels, and other technology evaluation bodies; or
  3. Documents issued by and/or filed with the FDA or other federal, state or local agency with the authority to approve, regulate, or investigate the use of the drug; biologic; device; diagnostic; product; equipment; procedure; treatment; service; or supply; or
  4. Documents of an IRB or other similar body performing substantially the same function; or
  5. Consent document(s) used by the treating Physicians, other medical professionals, or facilities or by other treating Physicians, other medical professionals or facilities studying substantially the same drug; biologic; device; diagnostic; product; equipment; procedure; treatment; service; or supply; or
  6. The written protocol(s) used by the treating Physicians, other medical professionals, or facilities or by other treating Physicians, other medical professionals or facilities studying substantially the same drug; biologic; device; diagnostic; product; equipment; procedure; treatment; service; or supply; or
  7. Medical records; or
  8. The opinions of consulting Providers and other experts in the field.
- D. Anthem BCBS has the sole authority and discretion to identify and weigh all information and determine all questions pertaining to whether a drug; biologic; device; diagnostic; product; equipment; procedure; treatment; service; or supply is Experimental or Investigational.

Notwithstanding the above, services or supplies will not be considered Experimental if they have successfully completed a Phase III clinical trial of the Federal Food and Drug Administration, for the illness or condition being treated, or the diagnosis for which it is being prescribed.

In addition, services and supplies for Routine Patient Care Costs in connection with a Cancer Clinical Trial will not be considered Experimental.

**FREE STANDING MAGNETIC RESONANCE IMAGING FACILITY:** The term Free Standing Magnetic Resonance Imaging Facility means a facility which has received Summary Booklet of need approval for its magnetic resonance equipment and its services from the State of Connecticut Commission on Hospitals and Health Care. Also, the facility must be accredited as an Ambulatory Health Care facility by the Joint Commission on Accreditation of Healthcare Organization (JCAHO). Also, the facility must be accredited as a Magnetic Resonance Imaging Facility by the American College of Radiology (ACR). The term Free-Standing Magnetic Resonance Imaging Facility does not include physician's offices where the primary care is medical services.

**HOSPICE:** The term Hospice means a facility, organization or agency certified by Medicare that is primarily engaged in providing pain relief, symptom management and supportive services to terminally ill people and their families.

**HOSPITAL:** The term Hospital means an institution which provides 24 hour continuous services to confined patients and whose chief function is to provide diagnosis and therapeutic facilities for the surgical and medical diagnosis, treatment or care of injured or sick persons. A professional staff of licensed Physicians and surgeons must provide or supervise the services. The institution must provide General Hospital and major surgical facilities and services or specialty services. The following shall not be considered a Hospital:

A convalescent or extended care unit within or affiliated with the Hospital;

A non-Hospital based clinic;

A nursing, rest or convalescent home, or extended care facility;

An institution operated mainly for care of the aged;

A health resort, spa or sanitarium; or

Any facility not having appropriate state licensure and not accredited as a Hospital by the Joint Commission on the Accreditation of Health Care Organizations (JCAHO), except for a Hospital located outside the United States.

1. **General Hospital:** The term General Hospital means a Hospital which is licensed as such by the State of Connecticut and has appropriate accreditation from the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

If out-of-state, a General Hospital must have equivalent licensure and accreditation.

2. **Specialty Hospital:** The term Specialty Hospital means a Hospital which is not a General Hospital but which is licensed by the State of Connecticut as a certain type of Specialty Hospital and has appropriate accreditation from the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

If out-of-state, a Specialty Hospital must have equivalent licensure and accreditation.

3. **Participating Hospital:** The term Participating Hospital means a Hospital designated and accepted as a Participating Hospital by Anthem BCBS to provide Covered Services to Covered Persons under the terms of the Summary Booklet.

4. **Non-Participating Hospital:** The term Non-Participating Hospital means any appropriately licensed Hospital which is not a Participating Hospital under the terms of the Summary Booklet.

**IDENTIFICATION CARD:** A card issued by Anthem BCBS to a Covered Person for identification purposes which must be shown by the Covered Person to obtain Covered Services.

**IN-NETWORK OPTION:** The term In-Network Option means that Covered Services are obtained from any Participating Physicians, Participating Hospital or Participating Provider.

**INPATIENT:** The term Inpatient means a Covered Person who occupies a bed in a Hospital or other 24 hour care facility, receives board as well as diagnosis, care or treatment and is counted as an Inpatient at the time of a Hospital or 24 hour care facility census.

**INPATIENT FACILITY:** The term Inpatient Facility means a facility other than a Hospital that provides board as well as diagnosis, care or treatment on a 24 hour basis to patients such as a Skilled Nursing Facility, Hospice, Substance Abuse Treatment Facility, Sub-acute Care Facility and Residential Treatment Facility.

**LATE ENROLLEE:** The term Late Enrollee means an eligible employee and/or Dependent who requests health insurance following the Open Enrollment Period Effective Date, if applicable, or more than 31 days after the employee's and/or Dependent's earliest opportunity to enroll for coverage under any health insurance Plan sponsored by the Employer Group.

**LEARNING DISABILITY:** The term Learning Disability means a disorder in one or more of the basic psychological processes involved in understanding or in using spoken or written language. This may be manifested in disorders of learning, thinking, talking, reading, writing, spelling, arithmetic or social perception.

**LICENSED OCCUPATIONAL THERAPIST:** The term Licensed Occupational Therapist means a therapist who is licensed by the State of Connecticut. If out of state, a therapist must have equivalent licensure.

**LICENSED PHYSICAL THERAPIST:** The term Licensed Physical Therapist means a therapist who is licensed by the State of Connecticut. If out of state, a therapist must have equivalent licensure.

**LICENSED SPEECH PATHOLOGIST:** The term Licensed Speech Pathologist means a therapist who is licensed by the State of Connecticut to render services referred to by Anthem BCBS as Speech Therapy. If out of state, a speech pathologist must have equivalent licensure.

**MAINTENANCE CARE:** The term Maintenance Care means treatment provided for the Covered Person's continued well-being by preventing deterioration of the Covered Person's chronic clinical condition; and maintenance of an achieved stationary status which is at a point where little or no measurable objective improvement in musculo-skeletal function can be effectuated despite therapy.

**MAINTENANCE PRESCRIPTION DRUG:** The term Maintenance Prescription Drug means a drug that is used on a continuing basis for the treatment of a chronic illness, such as heart disease, high blood pressure, arthritis and/or diabetes.

**MAXIMUM ALLOWABLE AMOUNT (MAA):** The term Maximum Allowable Amount (MAA) means for each of the following:

1. Participating Physician and Participating Provider: except as otherwise required by law, an amount agreed upon by Anthem BCBS and a Participating Physician and Participating Provider as full compensation for Covered Services provided to a Covered Person. When applicable, it is the Covered Person's obligation to pay Cost-Shares as a component of this Maximum Allowable Amount. The amount Anthem BCBS will pay for Covered Services will be the Maximum Allowable Amount or the billed charges, whichever is lower.
2. Non-Participating Physician and Non-Participating Provider: except as otherwise required by law, a reasonable amount as determined by Anthem BCBS, after consideration of such industry cost, reimbursement and utilization data and indices, as Anthem BCBS deems appropriate in its sole discretion, which is assigned as reimbursement for Covered Services provided to a Covered Person or an amount negotiated with a Non-Participating Physician and Non-Participating Provider for Covered Services provided to a Covered Person. The amount Anthem BCBS will pay for Covered Services will be the Maximum Allowable Amount or the billed charges, whichever is lower.

It is the Covered Person's obligation to pay Cost-Shares as a component of this Maximum Allowable Amount.

3. Participating Hospital: except as otherwise required by law, an amount which a Participating Hospital accepts as full compensation for Covered Services provided to a Covered Person. When applicable, it is the Covered Person's obligation to pay Cost-Shares as a component of this Maximum Allowable Amount.
4. Non-Participating Hospital: except as otherwise required by law, an amount negotiated with a Non-Participating Hospital for Covered Services provided to a Covered Person, or in the absence of a negotiated amount, a Non-Participating Hospital's charge reduced by Cost-Shares for the Covered Services. It is the Covered Person's obligation to pay Cost-Shares and amount in excess of this Maximum Allowable Amount.

Please note that the Maximum Allowable Amount may be greater or less than the Participating Physician's, Participating Provider's, Participating Hospital's, Non-Participating Physician's, Non-Participating Provider's or Non-Participating Hospital's billed charges for the Covered Service.

Anthem BCBS shall have discretionary authority to establish, as it deems appropriate, the Maximum Allowable Amount under the Summary Booklet.

### **Non-Participating Out-of-State Provider Cost Share Calculation**

When Covered Services are rendered outside of Connecticut by Non-Participating Physicians, Non-Participating Providers and/or Non-Participating Hospitals, the Covered Person's Cost Share obligation may be calculated based upon one of the following (except that in the case of the BlueCard Program, the Cost-Share calculation shall be based in item 3.):

1. The Maximum Allowable Amount; or
2. Billed charges; or
3. The Maximum Allowable Amount or billed charges, whichever is lower.

### **Maximum Allowable Amount: Non-Participating Out-of-State Provider**

When Covered Services are rendered outside of Connecticut to a Covered Person by Non-Participating Physicians, Non-Participating Providers and/or Non-Participating Hospitals, (whether or not such Physicians, Providers or Hospitals are Host Plan participating Physicians, Providers or Hospitals) , the Maximum Allowable Amount shall be determined by the Blue Cross and/or Blue Shield Plan in that area outside of Connecticut.

The Maximum Allowable Amount may be:

1. Under arrangements other than BlueCard, the applicable rate for such services, before deduction of any applicable risk withholds, negotiated with the Provider (Physician, Hospital, other Provider) by that Blue Cross and/or Blue Shield Plan outside of Connecticut which that Blue Cross and/or Blue Shield Plan passes on to Anthem BCBS (which may include: fee for service rates; per diem rates; scheduled charges; capitated charges; or other pricing mechanisms in that Blue Cross and/or Blue Shield Plan's discretion); or
2. Under BlueCard, the negotiated price, which may be the actual price paid on the claim by the Host Plan to the Provider or may include an estimated price or average discount off of billed charges that factors in settlements, withholds, any other contingent payment arrangements and any other non-claims transactions with all of the Host Plan's health care Providers or one or more particular Providers that the Host Plan passes on to Anthem BCBS. Average discounts tend to have a greater range of variability than do estimated prices. Such estimated prices or average discounts may be prospectively adjusted to correct for over- or underestimation of prices or discounts applicable to BlueCard Program claims. There will be no retrospective adjustment or return of funds to, or request additional payment from, the Covered Person because the amount paid by the Covered Person is a final price.

In addition, Anthem BCBS will calculate the Cost-Share obligation (i.e. Coinsurance) for the amount for those Covered Services in some cases based on input from the Blue Cross and/or Blue Shield Plan outside the geographic area we serve where the services were rendered.\*

\*Applicable to BlueCard and arrangements other than BlueCard

**MEDICAL EMERGENCY:** The term Medical Emergency means the onset of a serious illness or injury which requires emergency medical treatment, or the onset of symptoms of sufficient severity that a Covered Person reasonably believes that emergency medical treatment is needed.

**MEDICALLY NECESSARY (MEDICALLY NECESSARY CARE, MEDICAL NECESSITY):** The terms Medically Necessary (Medical Necessary Care, Medical Necessity) means an intervention that is or will be provided for the diagnosis; evaluation; and treatment of a condition; illness; disease; or injury; and this is determined solely by Anthem BCBS to be:

1. Medically appropriate for and consistent with the symptoms and proper diagnosis or treatment of a condition; illness; disease; or injury;
2. Obtained from a Physician and/or duly licensed, certified; or registered Provider;
3. Provided in accordance with applicable medical and/or professional standards;
4. Known to be effective, as proven by scientific evidence, in materially improving health outcomes;
5. The most appropriate supply; setting; or level of service that can safely be provided to the Covered Person and which cannot be omitted consistent with recognized professional standards of care (which, in the case of hospitalization, also means that safe and adequate care could not be obtained as an outpatient);
6. Cost-effective compared to alternative interventions; including no intervention. (“Cost-effective” does not mean lowest cost.);
7. Not Experimental or Investigational;
8. Not primarily for the convenience of the Covered Person; the Covered Person’s family; or the Provider;
9. Not otherwise subject to an Exclusion under this Summary Booklet.

The fact that a Physician and/or Provider may prescribe; order; recommend; or approve care; treatment; services or supplies does not, of itself, make such care; treatment; services or supplies Medically Necessary.

Regardless of Medical Necessity, no benefits will be provided for care that is not a Covered Service even if performed by your PCP or authorized as a Referral Service.

**MEDICARE:** The term Medicare means Title XVIII of the Social Security Act of 1965, as amended.

**MENTAL HEALTH CARE:** The term Mental Health Care means services provided to treat a mental disorder as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”. Mental Health Care does not include (1) mental retardation, (2) learning disorders, (3) motor skills disorder, (4) communication disorders, (5) caffeine-related disorders, (6) relational problems, and (7) additional conditions that may be a focus of clinical attention, that are not otherwise defined as mental disorders in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”.

**OPEN ENROLLMENT PERIOD:** The term Open Enrollment Period means the period of time during which an Employer Group allows employees to select group health coverage.

**OUT-OF-NETWORK OPTION:** The term Out-of-Network Option means that Covered Services are obtained from any Non-Participating Physician, Non-Participating Hospital or Non-Participating Provider. Non-Participating Physician, Non-Participating Hospital or Non-Participating Provider also includes Providers who have not contracted or affiliated with Anthem BCBS’s designated Subcontractor(s) for the service they perform under this Benefit Program.

**OUTPATIENT:** The term Outpatient means that the Covered Person receives services in a Hospital emergency room, Physician’s office, or ambulatory surgical facility and leaves in less than 24 hours.

**PARTIAL HOSPITALIZATION:** The term Partial Hospitalization means continuous treatment in a General Hospital, Specialty Hospital or Residential Treatment Facility consisting of not less than 4 hours and not more than 12 hours in any 24 hour period.

**PENALTY (PENALTIES):** The term Penalty (Penalties) means that amount the Covered Person must pay when he or she fails to obtain Prior Authorization; or for a Medical Emergency Admission which is not authorized by Anthem BCBS within 2 business days.

**PHYSICIAN:** The term Physician means any licensed doctor of medicine (M.D.), osteopathic Physician (D.O.), dentist (D.D.S./D.M.D.), podiatrist (Pod. D/D.S.C./D.P.M.), doctor of chiropractic (D.C.), naturopath (N.D.), optometrist (O.D.) or psychologist (Ph.D./Ed.D/PsyD.) who is licensed to practice in the state in which services are rendered.

**Participating Physician:** The term Participating Physician means any appropriately licensed Physician designated and accepted as a Participating Physician by Anthem BCBS to provide Covered Services to Covered Persons.

**Non-Participating Physician:** The term Non-Participating Physician means any appropriately licensed Physician who is not a Participating Physician.

**PHARMACY:** The term Pharmacy means a licensed retail establishment where Prescription Drugs or Maintenance Prescription Drugs are compounded and dispensed by a licensed pharmacist.

**PLAN:** The term Plan means any Plan which provides benefits or services for Hospital, medical/surgical, or other health care diagnosis or treatment on a group basis. Examples of group Plans include but are not limited to: group or fraternal blanket insurance; group practice; individual practice; other Blue Cross and/or Blue Shield Plans; labor-management trustee Plan; union welfare Plan; employer organization Plan; employee benefit organization Plan.

**PRE-EXISTING CONDITION:** The term Pre-Existing Condition means a condition, whether physical or mental, regardless of the cause of the condition, for which medical advice, care or treatment was recommended or received within the Pre-Existing Condition Period as specified in the Pre-Existing Schedule of Benefits.

**Pre-Existing Condition Period:** The term Pre-Existing Condition Period means a specified period of time immediately prior to the Enrollment Date.

**Pre-Existing Condition Limitation Period:** The term Pre-Existing Condition Limitation Period means a period of time during which no benefits will be provided for a Pre-Existing Condition.

**PRESCRIPTION DRUG(S):** The term Prescription Drug means drugs, biologicals, and compounds which can be dispensed legally only upon written authorization by a Physician, which are required by law to bear the legend "Caution: Federal Law prohibits dispensing without a prescription," and which are listed in one or more of the following publications: United States Pharmacopeia, The National Formulary, or Accepted Dental Remedies.

**PRIOR AUTHORIZATION (PRIOR AUTHORIZED):** The term Prior Authorization means that prior approval has been obtained from Anthem BCBS, which enables a Covered Person to receive benefits for certain Covered Services.

**PROOF:** The term Proof means any information that may be required by Anthem BCBS in order to satisfactorily determine a Covered Person's eligibility or compliance with any provision of this Benefit Program.

**PROSTHETIC DEVICE:** The term Prosthetic Device means any device which replaces all or part of a body organ (including contiguous tissues), or replaces all or part of the function of a permanently inoperative, absent, or malfunctioning part of the body.

**PROVIDER:** The term Provider means any appropriately licensed or certified health care professional or facility providing health care services or supplies to Covered Persons.

**Participating Provider:** The term Participating Provider means any appropriately licensed or certified health care professional or facility designated and accepted as a Participating Provider by Anthem BCBS to provide Covered Services to Covered Persons.

**Non-Participating Provider:** The term Non-Participating Provider means any appropriately licensed or certified health care professional or facility which is not a Participating Provider.

**RENEWAL INTERVAL:** The term Renewal Interval means a consecutive extent of time at which the Benefit Period will be renewed. Unless otherwise defined in the Summary Booklet, Renewal Interval means a period of 12 consecutive months.

**RESIDENTIAL TREATMENT FACILITY:** The term Residential Treatment Facility means a treatment center for children and adolescents which provides residential care and treatment for emotionally disturbed individuals, is licensed by the Department of Children and Families (DCF), and is accredited by the Council on Accreditation or The Joint Commission on the Accreditation of Health Care Organizations as a Residential Treatment Facility.

**RIDER:** The term Rider means an additional benefit of this Benefit Program, which has been purchased by the Employer Group.

**ROUTINE PATIENT CARE COST:** The term Routine Patient Care Costs means: Costs for Medically Necessary health care services that are incurred as a result of treatment rendered to a Covered Person for purposes of a Cancer Clinical Trial that would otherwise be covered if such services were not rendered in conjunction with a Cancer Clinical Trial. Such services shall include those rendered by a Physician, diagnostic or laboratory tests, hospitalization or other services provided to the Covered Person during the course of treatment in Cancer Clinical Trial and coverage for Routine Patient Care Costs incurred for off-label drug prescriptions.

Routine Patient Care Costs shall not include:

1. the cost of an investigational new drug or device that has not been approved for market for any indication by the federal Food and Drug Administration;
2. the cost of a non health care service that a Covered Person may be required to receive as a result of the treatment being provided for the purposes of the Cancer Clinical Trial;
3. facility, ancillary, professional services and drug costs that are paid for by grants or funding for the Cancer Clinical Trial;
4. costs of services that (A) are inconsistent with widely accepted and established regional or national standards of care for a particular diagnosis, or (B) are performed specifically to meet the requirements of the Cancer Clinical Trial;
5. costs that would not be covered under this Plan for non-investigational treatments, including items excluded from coverage under the Plan; and
6. transportation, lodging, food or any other expenses associated with travel to or from a facility providing the Cancer Clinical Trial, for the Covered Person or any family member or companion.

**SKILLED NURSING FACILITY:** The term Skilled Nursing Facility means any institution that:

- a. accepts and charges for patients on an Inpatient basis;
- b. is primarily engaged in providing skilled nursing care, rehabilitative and related services to patients requiring medical and skilled nursing care;
- c. is under the supervision of a licensed Physician;
- d. provides 24 hour a day nursing service under the supervision of a registered nurse; and
- e. is not a place primarily for the treatment of nervous-mental disorders, pulmonary tuberculosis, a place of rest, Custodial Care or acute Inpatient level of care.

**SPECIAL SERVICES:** The term Special Services means services and supplies, rendered by a health care facility in relation to the illness or injury for which a Covered Person is an Inpatient.

**SPECIALIZED FORMULA:** The term Specialized Formula means a nutritional formula for children up to age eight that is exempt from the general requirements for nutritional labeling under the statutory and regulatory guidelines of the Federal Food and Drug Administration and is intended for use solely under medical supervision in the dietary management of specific diseases.

**SUBACUTE CARE FACILITY:** The term Subacute Care Facility means a facility that is generally engaged in providing subacute care services, is licensed by the State of Connecticut as a chronic and convalescent nursing home and has appropriate accreditation from the Joint Commission on Accreditation of Health Care Organizations (JCAHO).

**SUBCONTRACTOR:** The term Subcontractor means an entity with whom Anthem BCBS may subcontract particular services to, such as organizations or entities that have specialized expertise in certain areas. This may include but is not limited to prescription drugs and mental health/behavioral health and substance abuse services. Such subcontracted organizations or entities may make benefit determinations and/or perform administrative, claims paying, or customer service duties on Anthem BCBS's behalf.

**SUBSTANCE ABUSE CARE:** The term Substance Abuse Care means services to treat alcoholism or drug dependency.

**SUBSTANCE ABUSE TREATMENT FACILITY:** The term Substance Abuse Treatment Facility means a facility which is established primarily to provide 24 hour Inpatient treatment of substance abuse and licensed for such care by the State of Connecticut Department of Public Health and Addiction Services.

**SUMMARY BOOKLET:** The term Summary Booklet means the document provided to each Covered Person which describes the benefits, terms and conditions applicable to the Benefit Program.

**TOTALLY DISABLED:** The term Totally Disabled means that because of an injury or disease the Covered Person is unable to perform the duties of any occupation for which he or she is suited by reason of education, training or experience.

A Dependent shall be Totally Disabled if because of an injury or disease he or she is unable to engage in substantially all of the normal activities of persons of like age and sex in good health.

Anthem BCBS will determine if a Covered Person is Totally Disabled under the terms of the Benefit Program. The Covered Person must provide Proof of continued disability if Anthem BCBS requests it.

**URGENT CARE:** The term Urgent Care means care for an illness or injury which is not a Medical Emergency but requires immediate medical attention.

**URGENT CARE FACILITY:** The term Urgent Care Facility means a Participating Provider from whom Urgent Care services may be obtained when a Participating Physician or covering Physician is not available to treat the Covered Person.

**WAITING PERIOD:** The term Waiting Period means the period of time which must pass before the first day of coverage under the Benefit Program.

**WELL NEWBORN:** The term Well Newborn means an infant who:

1. weighs more than 5 pounds; or
2. in the opinion of the attending Physician, does not have any disease, illness, injury or congenital anomaly requiring immediate medical attention during the Hospital stay in which the birth occurred; or
3. is not born of a mother with metabolic, endocrine or other disorders or predisposing factors which are known to cause problems in the care of the infant during the neonatal period.

## **ELIGIBILITY**

**The enrollment application and any other forms or statements as requested by Anthem BCBS must be received and accepted by Anthem BCBS before the applicant shall be considered a Covered Person under the Benefit Program. The employee's and Dependent's right to coverage is subject to the condition that all information the employee provides to Anthem BCBS is true, correct and complete to the best of his or her knowledge and belief. The Contractholder is responsible for providing Anthem BCBS with immediate notification of all name, address or phone number changes.**

### **Eligible Employees**

Eligible employees may be: current employees; retirees of the Employer Group who meet the Employer Group's criteria for eligibility for participation in the Benefit Program; or former employees who elect to continue enrollment as allowed by either the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, or the Connecticut Continuation Rights Laws .

The following eligibility rules apply to employees and their Dependents:

1. Current employees must be employed full-time, or part-time and working at least 20 hours a week on a regularly scheduled basis and be Actively At Work on the date coverage is to be effective.
2. A newly hired employee must be Actively At Work and will become effective the first of the month following the date of hire.
3. If the employee is not Actively At Work on the date upon which coverage would otherwise be effective, the Effective Date of coverage for that employee and any Dependent Covered Persons shall be deferred until the date that the employee is Actively At Work. Benefits under this Plan for the employee and any Dependents are effective for all Covered Services except those for which a prior fully insured health plan is responsible to provide.
4. Retirees who are under age 65 who are former employees of the Employer Group must be entitled to group health coverage under a trust agreement or comparable agreement.
5. If you return from full-time active service following a call to active military duty, no waiting period applies. You and eligible family members can reenroll in the Plan, provided you apply for reemployment within the time period permitted by the Uniformed Services Employment and Reemployment Act. The time period allowed for reemployment depends on the length of your active military duty. To reenroll in the Plan, your application must be received within 31 days of your reemployment date. Coverage will be effective on the effective date of your reemployment.

### **Eligible Dependents**

Dependents are eligible for coverage under the Benefit Program if they meet the Employer Group's eligibility criteria. Enrolled Dependents may also elect to continue coverage in the Benefit Program as allowed by COBRA or the Connecticut Continuation Rights Law.

***Your employer determines Dependent eligibility and Effective Dates in accordance with the terms of the Administrative Services Only Agreement Your Dependent must meet all of your employer's Dependent Covered Person's eligibility requirements prior to their Effective Date of coverage.***

The following are eligible for membership as Dependents under the Benefit Program:

1. Spouse

The lawful spouse of the Covered Person under a legally valid, existing marriage and who is deemed eligible under the Benefit Program.

2. Unmarried Dependent Child Under Age 25

The Dependent child under age 25 of the Covered Person or spouse including, a step-child of either, a child legally placed for adoption, a legally adopted child, a child for whom the Covered Person has been appointed a legal guardian, the Dependent child under age 25 of the Covered Person or spouse for whom the Covered Person has been designated as the responsible party under a Qualified Medical Child Support Order (QMCSO).

3. Newborn Dependent Child

Benefits for Covered Services under the Benefit Program shall be provided for a newborn of the Covered Person from the moment of birth up to and including 31 days immediately following birth.

With respect to coverage after 31 days following birth, a newborn of a Covered Person may become an enrolled Dependent under the Benefit Program when a completed application is submitted by the Covered Person and accepted by Anthem BCBS. The application must be submitted to Anthem BCBS within 31 days following the date of birth and Anthem BCBS eligibility requirements must be met as specified in this Section.

4. A Newborn of Enrolled Dependent Child

A newborn of an enrolled Dependent child is eligible for benefits for Covered Services only from the moment of birth up to and including 31 days immediately following birth, but is not eligible for enrollment beyond this 31 day period under the Benefit Program until and unless the Covered Person is appointed by a court as legal guardian and can offer Proof of such legal guardianship.

Benefits for Covered Services for a newborn shall consist of Covered Services for injury or sickness including Medically Necessary Care and treatment of medically diagnosed congenital defects and birth abnormalities subject to the terms, conditions, exclusions and limitations of this Summary Booklet.

5. Disabled Dependent Child

A disabled Dependent child who is incapable of sustaining employment by reason of physical or mental handicap may continue as an enrolled Dependent or be eligible beyond the age limit set forth in the Benefit Program, provided:

- a. The unmarried disabled Dependent child of the Covered Person or his or her spouse is over the age limit set forth in the Benefit Program; and
- b. The child is incapable of sustaining employment by reason of physical or mental handicap as certified by a Physician and for whom the Covered Person or his or her spouse is chiefly responsible for support and maintenance; and
- c. The child became disabled prior to the limiting age for a Dependent child and he or she had comparable coverage as a Dependent at the time of enrollment.

Proof acceptable to Anthem BCBS of such incapacity and dependency must be received within 31 days of the date upon which the child's coverage would have terminated in the absence of such incapacity. The disability must be certified at the time of enrollment by a Physician and then no more than annually thereafter.

## 6. Qualified Medical Child Support Orders

A Dependent child may become eligible for benefits for Covered Services as a consequence of a domestic relations order issued by a state court to a divorced parent who is a Covered Person. Enrollment may be required even in circumstances in which the child was not previously enrolled in the Benefit Program and might not otherwise be eligible for coverage. For further information concerning medical child support orders, and the Employer Group's procedures for implementing such orders, the Covered Person should contact the Employer Group's benefits coordinator or the administrator of the Employer Group's health care benefits plan.

### **Effective Date of Coverage**

*Your employer determines employee eligibility and Effective Dates in accordance with the terms of the Administrative Services Only Agreement. You must meet all your employer's eligibility requirements prior to your Effective Date of coverage.*

If an annual Open Enrollment Period is mutually agreed to by Anthem BCBS and the Employer Group, applications from eligible persons and their Dependents received during the Open Enrollment Period shall be effective as of the renewal date, provided such applications are submitted and accepted by Anthem BCBS in advance of the renewal date. Applications received or accepted after the renewal date shall be considered Late Enrollees.

Applications from newly eligible persons and newly eligible Dependents may be submitted in advance of the initial date of eligibility, however, benefits for Covered Services shall not be available prior to the initial date of eligibility. Applications received or accepted by Anthem BCBS more than 31 days from the initial date of eligibility shall be considered Late Enrollees.

Applications for new Covered Persons received and accepted by Anthem BCBS on or before the last working day of the month will be effective the first of the following month.

Effective Dates for group or Covered Person enrollees may be deferred if all required data is not received, or is incomplete.

New spouses and new stepchildren are initially eligible the first of the month following the date of the marriage of the new spouse to the Covered Person.

Newborn children of the Covered Person or lawful spouse are initially eligible as of the moment of birth.

Newly adopted children and children placed for adoption are initially eligible as of the Date of Placement for adoption.

Dependent children for whom the Covered Person has been appointed by the court of law as the responsible party under a Qualified Medical Child Support Order are initially eligible as of the date the court order is in effect.

Dependent children for whom the Covered Person or lawful spouse has been appointed by the court of law as the legal guardian are initially eligible as of the date the court order is in effect.

Employees returning from the military service must reenroll in the Plan within 31 days from the reemployment date. Coverage will be effective upon the date of your reemployment.

## **Late Enrollee and Special Enrollment Periods**

A Late Enrollee is an eligible employee or Dependent of an eligible employee who requests coverage more than 31 days after the earliest opportunity to enroll for coverage as determined by the Benefit Program's eligibility rules, or after the Employer Group's Open Enrollment Period. Late Enrollees will be subject to a 12-month Pre-Existing Condition limitation period with credit given for prior continuous qualifying coverage. An eligible employee and/or Dependent shall not be considered a Late Enrollee if a request for membership is made and each of the following conditions is satisfied:

1. Coverage was not elected when the employee and/or Dependent was first eligible under the Benefit Program solely because another group health insurance Plan provided coverage for the eligible employee and/or Dependent; and
2. He or she completed any required written waiver of coverage and stated in writing that, at such time, other health insurance coverage was the reason for declining enrollment; and
3. Coverage is lost under other group health insurance due to his or her COBRA or state continuation coverage being exhausted, employment termination, reduction in hours, death of a spouse, or divorce, employer contribution toward the coverage being terminated, an employer no longer offering benefits to a class of individuals such as part time workers, lifetime maximum being met under such insurance or due to that Plan's involuntary termination or cancellation by its carrier; and
4. The Employee and/or Dependent enrolls under the Benefit Program within 31 days after loss of membership under the other Plan.

### **Special Enrollment Periods**

Individuals that meet the above criteria will be eligible to enroll in the Plan at anytime throughout the year. Coverage will be effective the day after the termination of the prior coverage.

In addition, the special enrollment period is available to the Group Covered Person and the Group Covered Person's spouse who have not been covered under other group coverage following marriage, a birth or adoption. Dependent children other than the newly born or newly acquired Dependent are not eligible for the special enrollment period as a result of the acquisition of new family members.

## **Changes Affecting Eligibility**

Anthem BCBS must be immediately notified in writing, on a form acceptable to Anthem BCBS, of any change that may impact a Covered Person's eligibility under the Benefit Program. These changes include, but are not limited to:

1. The marriage of the Covered Person or an enrolled Dependent child;
2. The divorce of the Covered Person;
3. The birth of a child of a Covered Person;
4. A Dependent child attains the maximum age limit for coverage under the Benefit Program;
5. A Covered Person's termination of employment or reduction in work hours;
6. Loss of eligibility for other reasons specified in the Summary Booklet.

## **PRE-EXISTING CONDITION EXCLUSION PROVISION**

### **Pre-Existing Condition Exclusion**

This Benefit Program does not provide coverage for services that are determined to be related to Pre-Existing Conditions for up to 12 months from your Enrollment Date if you are a Late Enrollee. Credit may be applied toward reducing the Pre-Existing Condition Limitation Period if you have maintained continuous Creditable Coverage. To maintain continuous Creditable Coverage you must not have a break in coverage of more than 120 consecutive days (or 150 consecutive days when coverage was terminated due to involuntary loss of employment). However, the eligible employee must apply for coverage within 30 days of eligibility under this Benefit Program. **Please refer to the Schedule of Benefits for your Benefit Program's specific Pre-Existing Condition Limitation Period.**

#### **Exceptions to the Pre-Existing Condition exclusion:**

- Genetic information can not be treated as a Pre-Existing Condition for the purposes of determining whether a condition meets the definition of a Pre-Existing Condition in the absence of a diagnosis of the condition.
- This Pre-Existing Condition exclusion does not apply to the condition of pregnancy.
- The Pre-Existing Condition exclusion does not apply to children newly born, newly adopted (before the age of 18), or placed for adoption (before the age of 18) provided that such children are enrolled within 30 days following the date of birth, adoption or placement for adoption.
- The Pre-Existing Condition exclusion does not apply to routine follow up care to determine whether a breast cancer has reoccurred in a person who has been previously determined to be breast cancer free, unless evidence of breast cancer is found during or as a result of such follow up.

### **Certificate of Creditable Coverage**

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), a Certificate of Creditable Coverage must be presented by any employee and his or her Dependents who seek to obtain coverage under this Benefit Program. The information included on the Certificate of Creditable Coverage should include the names of any Covered Persons who terminated from the prior health benefit Plan, the date of coverage and the type of coverage provided under that Plan. The Certificate of Creditable Coverage will provide Anthem BCBS with information regarding previous coverage to assist it in determining any Pre-Existing Condition Limitation Period.

## **MANAGED BENEFITS – Managed Care Guidelines**

**Subject to the terms and conditions of the Benefit Program, a Covered Person is eligible for benefits for Covered Services for Medically Necessary Care when prescribed or ordered by a Physician and when in accordance with the provisions of this Managed Benefits Section.**

### **Introduction**

A Covered Person's right to benefits for Covered Services provided under this Summary Booklet is subject to certain policies or guidelines and limitations, including, but not limited to: Anthem Medical Policy; Prior Authorization; Concurrent Review; and Case Management. A description of each of these provisions is described in the Managed Care Guidelines that explains its purpose; requirements; and effects on benefits. Failure to follow the Managed Care Guidelines for obtaining Covered Services will result in a reduction or denial of benefits.

**NOTICE: Prior Authorization does NOT guarantee coverage for or the payment of the service or procedure reviewed. The Covered Person should contact his/her Physician and/or Anthem BCBS to be sure that Prior Authorization has been obtained.**

The Covered Person should consult his/her Physician concerning courses of treatment and care. Notwithstanding any benefit determination, the Covered Person and the Covered Person's Physician must determine what care and/or treatment is received.

Questions regarding Managed Care Guidelines or to determine which services require Prior Authorization can be addressed by calling the telephone number on the back of the Covered Person's Identification Card or refer to Anthem BCBS's website at: [www.Anthem.com](http://www.Anthem.com).

### **Anthem Medical Policy**

Anthem Medical Policy reflects the standards of practice and medical interventions identified as reflecting appropriate medical practice. The purpose of the Anthem Medical Policy is to assist Anthem BCBS in the determination of Medical Necessity. However, the benefits, exclusions and limitations take precedence over Anthem Medical Policy. Medical technology is constantly changing and Anthem BCBS reserves the right to review and update the Anthem Medical Policy periodically.

### **Your Responsibilities When Obtaining Health Care – Prior Authorization**

Prior Authorization of certain services is required so that we can review the service to verify that it is Medically Necessary and that the treatment provided is the proper level of care. It is the Covered Person's responsibility to notify the Physician or Provider that Prior Authorization is required for the services listed below. Prior Authorization may be obtained by contacting Anthem BCBS at the telephone number located on the back of the Covered Person's Identification Card.

Prior Authorization must be obtained prior to the initial treatment for the non-Hospital based services listed below.

With Prior Authorization, we guarantee payment for services that we approve in advance if the services are otherwise covered under the Summary Booklet, the Pre-Existing Condition limitation provision is satisfied, the Coinsurance/Copayment/Deductible requirements are satisfied, and you are covered on the date you receive care. Benefits for Covered Services are subject to the terms, conditions and limitations of the Summary Booklet. The Prior Authorization will indicate a period for approval. Any service not performed in the specified time frame will need to be re-authorized.

Non-Medically Necessary treatment or services for which the necessary Prior Authorization has not been obtained from Anthem BCBS will not be considered services eligible for reimbursement under this Summary Booklet. The Covered Person and Physician or Provider will receive written notification regarding the approval or denial of Prior Authorization.

### **Covered Services Requiring Prior Authorization**

Whenever a Covered Person obtains any of the following services Prior Authorization must be obtained from Anthem BCBS:

- a. Prosthetic Devices and Durable Medical Equipment
- b. Human Organ and Tissue Transplants
- c. Mental Health Care and Substance Abuse Care
- d. Specialized Formula

### **Prior Authorization for Specialized Formula**

#### **In-Network**

Anthem BCBS has a designated In-Network vendor for home delivery of Specialized Formula. To receive In-Network benefits, the Covered Person, Covered Person's representative or Provider should contact the In-Network vendor to initiate the Prior Authorization process. Anthem BCBS can be reached at the number located on the back of the Covered Person's Identification Card for information regarding how to contact the vendor.

#### **Out-of-Network**

Prior to obtaining Specialized Formula from other than the designated In-Network vendor, the Covered Person, Covered Person's representative or Provider must obtain Prior Authorization from Anthem BCBS by calling the number on the back of the Covered Person's Identification Card.

### **Prior Authorization for Admissions**

Prior Authorization For Hospital Admissions/Inpatient Facility Admissions, or Admission to a Partial Hospitalization or Day/Night Program.

When a Covered Person is scheduled for an Admission to a Hospital, Skilled Nursing Facility, Hospice, the Covered Person or the Covered Person's representative must obtain Prior Authorization from Anthem BCBS unless the Admission is due to a Medical Emergency. It is the Covered Person's responsibility to notify the Physician or Provider that Prior Authorization is required for an Inpatient Admission. Note: For guidelines regarding an Admission due to a Medical Emergency, please refer to the Medical Emergency Services Section.

## **Elective Admissions**

For Elective Admissions, the Covered Person or Covered Person's representative must call Anthem BCBS for Prior Authorization at the number located on the back of the Covered Person's Identification Card when the Admission is scheduled. This call must be made no later than one business day prior to the Elective Admission day.

- a. Once Anthem BCBS has been notified of the Admission, Anthem BCBS will contact the Covered Person's Physician to obtain medical information relating to the Admission.
- b. During this process for Elective Admissions, the Admission day of the week will be checked. Friday or Saturday Admissions, or a Sunday Admission when Monday is a holiday will not be Authorized by Anthem BCBS unless the weekend Admission is determined to be Medically Necessary.
- c. For an Elective Admission, Anthem BCBS will either: Prior Authorize a number of Inpatient days or advise that Inpatient days cannot be Prior Authorized. The Covered Person, Physician and Hospital will be notified in writing.

## **Medical Emergency Admissions**

This Benefit Program shall provide benefits for Medical Emergency Admissions if the care is determined to be for a Medical Emergency. The Covered Person or the Covered Person's representative must notify Anthem BCBS within 2 business days of an Inpatient Admission due to a Medical Emergency. When the Covered Person is admitted due to a Medical Emergency and Anthem BCBS is not notified within 2 business days, benefits for Covered Services shall only be provided if the Covered Person's condition at the time of diagnosis, care or treatment is confirmed to have been a Medical Emergency.

Upon receiving proper notification of the Medical Emergency Admission, Anthem BCBS must authorize and manage continued Inpatient or Outpatient care related to the Medical Emergency in order for such care to be covered under this Benefit Program.

Any follow-up diagnosis, care, or treatment performed after the cessation of the Medical Emergency must be provided by Participating Physicians in order for benefits to be considered as In Network. Such Covered Services shall be subject to the Cost-Shares specified in the Schedule of Benefits for Participating Physicians, Participating Providers and Participating Hospitals.

Any follow-up diagnosis, care or treatment performed after the cessation of the Medical Emergency and provided by Non-Participating Physicians shall be reimbursed based upon the Out-of-Network Option. Such Covered Services shall be subject to the Cost-Shares specified in the Schedule of Benefits for Non-Participating Physicians, Non-Participating Providers and Non-Participating Hospitals.

## **Concurrent Review**

The availability of benefits for Inpatient Covered Services will be subject to Concurrent Review. Based on the results of the Concurrent Review, Anthem BCBS will determine that:

- There will be additional Inpatient days Prior Authorized; or
- There will be a change in the services, supplies, treatment or setting; or
- There will be no additional Inpatient days Authorized as of a specific date.

If continued Hospitalization can no longer be Authorized beyond a specific date, Anthem BCBS will assist the Covered Person, Physician and Hospital to coordinate continued care, where appropriate.

No benefits will be provided under this Summary Booklet or any other policy issued by Anthem BCBS for Inpatient Covered Services billed by the Hospital and the admitting Physician after the specific date indicated in the Anthem BCBS Authorization notice.

### **Penalties For Not Obtaining Prior Authorization**

If the appropriate Prior Authorization is not obtained for Elective Admissions, benefits will be reduced, as shown on the Schedule of Benefits.

No benefits will be payable under the Benefit Program, for Physician Inpatient medical care visits or Hospital room and board charges if you fail to obtain the Prior Authorization from Anthem BCBS and Anthem BCBS determines the Admission is not Medically Necessary for an Inpatient setting. Further, if you elect to be admitted after a determination by Anthem BCBS that Inpatient days cannot be Prior Authorized there will be no payment for benefits.

### **Case Management**

Anthem BCBS may at its discretion, provide benefits supplemental to those Covered Services provided under this Benefit Program as a part of Case Management.

By providing services through Case Management, Anthem BCBS is making an exception only for a specific case and is not committed to providing similar coverage and benefits again for you, nor for other Covered Persons. All other terms and conditions of this Benefit Program shall be strictly administered by Anthem BCBS. Anthem BCBS has the right to alter or discontinue Case Management when it is no longer Medically Necessary. The Covered Person or the Covered Person's representative shall be notified in writing.

Case Management is a program tailored to the Covered Person. Anthem BCBS's case managers work collaboratively with the Covered Person, the Covered Person's family and Providers to coordinate the Covered Person's health care benefits. In certain extraordinary circumstances involving intensive Case Management, Anthem BCBS on behalf of the Employer, may provide benefits for care that is not listed as a Covered Service. Anthem BCBS on behalf of the Employer, may also extend Covered Services beyond the contractual benefits limits of this plan. Anthem BCBS on behalf of the Employer, will make its decisions regarding Case Management on a case-by-case basis.

### **Appeal Process**

If Anthem BCBS denies, reduces or terminates benefits at any time during the review process, the Covered Person, Covered Person's representative, Hospital, Skilled Nursing Facility, Substance Abuse Treatment Facility, Residential Treatment Facility, Hospice or other Inpatient Facility or Physician may request an Appeal review. Please refer to the Covered Person Appeal Process Section for further information regarding this process.

## **COVERED SERVICES**

**This Section lists Covered Services and the benefits we pay. This Benefit Program shall provide benefits for the Covered Services described in this section when performed by a Participating Physician, Participating Provider, Participating Hospital, or Non-Participating Physician, Non-Participating Provider or Non-Participating Hospital, and subject to the Managed Benefits Section of this Summary Booklet. The Covered Person is responsible for Copayments if the Covered Services are rendered by a Participating Physician, Participating Provider or Participating Hospital, or the applicable Deductible and Coinsurance if rendered by a Non-Participating Physician, Non-Participating Provider or Non-Participating Hospital. Failure to comply with the guidelines outlined in the Managed Benefits Section of the Summary Booklet will result in Penalties or denial of benefits. Please refer to the Schedule of Benefits for specific Cost-Shares.**

**The following conditions apply to the description of Covered Services referenced in this section:**

- a. All Covered Services and Benefits are subject to the conditions, exclusions, limitations, terms and provisions of this Summary Booklet, including any attachments and riders.
- b. To receive maximum benefits for Covered Services, you must follow the terms of the Summary Booklet, including, if applicable, receipt of care from your primary care Physician, use of In-Network Providers, and obtaining any required Prior Authorization.
- c. Benefits for Covered Services are based on the Maximum Allowable Amount for such service.
- d. If you have an Out-of-Network benefit and use a non-network Provider, you are responsible for the difference between the non-network Provider's charge and the Maximum Allowable Amount, in addition to any applicable Copayment or Deductible. Anthem BCBS cannot prohibit non-network Providers from billing you for the difference in the non-network Provider's charge and the Maximum Allowable Amount.
- e. Benefits for Covered Services may be payable subject to an approved treatment plan created under the terms of the Summary Booklet.
- f. Anthem BCBS's payment for Covered Services will be limited by any applicable Copayment, Deductible or annual or lifetime payment limit in the Summary Booklet, including the Schedule of Benefits.
- g. The fact that a Provider may prescribe, order, recommend or approve a service, treatment or supply does not make it Medically Necessary or a Covered Service and does not guarantee payment.
- h. Anthem BCBS bases its decisions about referrals, Prior Authorization, Medical Necessity, experimental services and new technology on medical policy developed by Anthem BCBS. Anthem BCBS may also consider published peer-review medical literature, opinions of experts and the recommendations of nationally recognized public and private organizations which review the medical effectiveness of health care services and technology.

## AMBULANCE/MEDICALLY NECESSARY TRANSPORTATION SERVICES

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**This Summary Booklet Covers:**

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Medically Necessary Medical transportation services.

Ambulance Services when the Covered Person's condition at the time of the treatment is confirmed to have been a Medical Emergency. If a Covered Person is admitted, any applicable Non-Participating Provider Cost-Share will be waived.

Medical transportation services when Medically Necessary, from a Hospital or Provider where a Covered Person is Inpatient to a Participating Hospital or Participating Provider.

Medical transportation services provided through the Home Health Agency in conjunction with the Home Health Care services as follows:

1. from a Hospital or Provider to Home after discharge;
2. to and from a Hospital or Provider for treatment; or
3. from Home to a Hospital or Provider, if readmission is necessary.

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**Notes:**

Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

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**Covered Services do not include:**

Transportation for Elective Hospital Admissions.

Transportation solely for the convenience of the Covered Person.

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

Services of a Free Standing Magnetic Resonance Imaging Facility with a participating agreement with Anthem BCBS: Maximum Allowable Amount.

Services of a Provider without a participating agreement with Anthem BCBS: Maximum Allowable Amount for Non-Participating Providers.

Colorectal cancer screening, including, but not limited to:

An annual fecal occult blood test; and

Colonoscopy, flexible sigmoidoscopy or radiologic imaging.\*

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**Notes:**

\*Outpatient Surgical Cost-Shares apply. Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

Outpatient polysomnograms are covered for the diagnosis of sleep apnea or narcolepsy, when provided in a facility accredited by the Association of Sleep Disorders Centers Clinical Sleep Society

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**Covered Services do not include:**

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

<p style="text-align: center;"><b>DURABLE MEDICAL EQUIPMENT, PROSTHETIC DEVICES, SUPPLIES &amp; APPLIANCES</b></p>
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Please Note: Certain Durable Medical equipment may not require Prior Authorization. Contact Customer Service before any such equipment is obtained to determine if Prior Authorization is required.

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**This Summary Booklet Covers:**

Durable Medical Equipment which improves the function of a malformed body part, or prevents or retards further deterioration of the Covered Person's medical condition.

Prosthetic Devices, when prescribed, whether surgically implanted or worn as an anatomic supplement and subject to the following:

Repair, replacement, fitting, and adjustments are covered when made necessary by normal wear and tear or by body growth or change.

In cases of a tumor of the oral cavity, non-dental Prosthetic Devices, including maxillo-facial Prosthetic Devices used to replace anatomic structures removed during treatment of head or neck tumors, and additional Appliances essential for the support of such Prosthetic Devices.

Appliances such as a leg, arm, back or neck brace or artificial legs, arms or eyes or any prosthesis with supports, including replacement if a Covered Person's physical condition changes

Diabetic equipment and supplies

Ostomy bags, catheters and supplies required for their use, and any other Medically Necessary ostomy-related appliances including; but not limited to: collection devices; irrigation equipment and supplies; and skin barriers and protectors.

External breast prosthesis following mastectomy for malignancy or other disease of breast tissue

Hypodermic needles or syringes prescribed by a licensed practitioner for the purpose of administering medications for medical conditions, provided such medications are covered under this Summary Booklet.

Hearing aid coverage available for children twelve years of age or younger. Subject to the maximums stated in the Schedule of Benefits.

Wigs if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy.

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**Notes:**

Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

Prior Authorization is required. Please refer to the Managed Benefits Section of this Summary Booklet for information on how to obtain Prior Authorization.

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**Covered Services do not include:**

Dental devices, household and personal comfort items, eyeglasses, hearing aids, orthopedic shoes or other supportive or corrective devices for the feet; or any other item not specifically defined in the definition of Appliances.

Repair and replacement of Prosthetic Devices and Appliances made necessary because of loss or damage caused by misuse or mistreatment.

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

<b>HOME HEALTH CARE</b>
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**This Summary Booklet Covers:**

Benefit Period:

After an Admission – commencing within 7 days after discharge from the Hospital.

In lieu of an Admission and;

Terminal Illness – upon diagnosis by a Physician

Skilled nursing care by a Registered Nurse (R.N.) or a Licensed Practical Nurse (L.P.N.) under the supervision of a R.N. when the services of a R.N. are not available.

Skilled, progressive and rehabilitative services of a licensed physical therapist.

Other Covered Services

Occupational, speech and respiratory therapy;

Medical and surgical supplies and prescribed Durable Medical Equipment;

Prescription Drugs dispensed from a retail Pharmacy;

Oxygen and its administration;

Home health aide services consisting primarily of patient care of a medical or therapeutic nature;

Laboratory services;

Dietary services;

Transportation to and from a Hospital for treatment, re-admission or discharge by the most safe and cost-effective means available.

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**Notes:**

Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

The Covered Person must be essentially confined at home and home health care services must be rendered for treatment of the same illness or injury for which the Covered Person was hospitalized.

Every four hours of Covered Services rendered by a home health aide will be charged as one visit.

Benefits for Covered Services rendered by a home health aide are provided up to four hours per day for non-terminal Covered Persons and eight hours per day for terminal Covered Persons.

Please refer to the Private Duty Nursing Section of the Benefit Chart for covered private duty nursing services.

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**Covered Services do not include:**

Meals, personal comfort items and housekeeping services.

Nursing services provided in the home by a relative, even if a registered nurse or a licensed practical nurse.

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

<b>HOSPICE SERVICES</b>
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**This Summary Booklet Covers:**

Inpatient Hospice services in a Hospice, Hospice unit in a Hospital or Skilled Nursing Facility. Coverage is limited to 60 days per Calendar Year.

Part-time intermittent nursing care by a registered nurse or licensed practical nurse and services of a home health aide for patient care up to 8 hours.

Psychological and dietary counseling.

Consultation or Case Management services by a Physician.

Physical and/or occupational therapy.

Medical supplies, drugs and medicines prescribed by a Physician.

Medical social services under the direction of a Physician up to the greater of \$420 or 6 visits.

Hospice services in the home from a home health care agency.

Part-time or intermittent services of a home health aide for patient care up to 8 hours per day.

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**Notes:**

Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

Physician must certify that patient is terminally ill with 6 months or less to live.

Prior Authorization is required. Please refer to the Managed Benefits Section of this Summary Booklet for information on how to obtain Prior Authorization.

The Hospital Inpatient/Inpatient Facility Coinsurance amount is not subject to Cost-Share Maximums.

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**Covered Services do not include:**

Bereavement counseling, pastoral counseling, financial or legal counseling, or Custodial Care.

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

<b>HOSPITAL SERVICES</b>
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**This Summary Booklet Covers:**

Inpatient Hospital Services:

Room and board for a semi-private Hospital room. If a private room is used, this Benefit Program shall only provide benefits for Covered Services up to the cost of the semi-private room rate, unless Anthem BCBS determines that a private room is Medically Necessary.

Following a mastectomy, benefits for Covered Services will be provided as follows:

At least 48 hours after a mastectomy or lymph node dissection unless otherwise agreed upon by the Covered Person and Physician.

Inpatient and Outpatient Hospital services and supplies:

Use of an operating, delivery and treatment room, and equipment (including intensive care);

Prescribed drugs;

Administration of blood and blood processing;

Anesthesia, anesthesia supplies and services;

Medical and surgical dressing, supplies, casts and splints;

Diagnostic services;

Rehabilitative and restorative physical therapy and occupational therapy and speech therapy for treatment expected to result in the reasonable improvement of a Covered Person's condition;

Radiation therapy;

Chemotherapy for treatment of cancer;

Laboratory tests;

X-ray or imaging studies;

Outpatient surgery in a licensed ambulatory surgical center;

Pre-admission testing;

Tests and studies required in connection with a scheduled Admission for surgery;

Services for hemodialysis or peritoneal dialysis for chronic renal disease, including equipment, training and medical supplies until the Covered Person is eligible for the Medicare End Stage Renal Disease program;

Services associated with accidental consumption or ingestion of a controlled drug or other substance.

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**Notes:**

Outpatient Surgical Cost-Share apply to colonoscopies performed on an Outpatient basis. Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

The Per Admission Copayment is payable by a Covered Person for every Admission, unless otherwise specified in your schedule of Benefits. It does not satisfy any Policy Deductible and is payable whether or not the Cost-Share Maximum has been met.

The benefits for a General Hospital with a participating agreement are unlimited.

The Specialty Hospital benefit period is 60 days per Covered Person per Calendar Year.

Benefits for Non-Participating General Hospitals in and outside of Connecticut are limited to 30 days. Benefits are renewed when 30 consecutive days without Inpatient care have elapsed.

Benefits for services rendered outside of the United States are unlimited days.

The Hospital Inpatient/Inpatient Facility Coinsurance amount is not subject to Cost-Share Maximums.

If a Covered Person is admitted as an Inpatient as a result of Outpatient surgery, the Covered Person must notify Anthem BCBS within 2 business days of the Admission. Please refer to the Managed Benefits Section of this Summary Booklet for information on how to notify us of your Admission.

Pre-Admission testing must be rendered to a Covered Person as an Outpatient prior to the scheduled Admission and not repeated upon Admission for surgery. The Covered Person will be responsible for the charges for Pre-Admission testing if the Covered Person cancels or postpones the scheduled Admission.

Inpatient and Outpatient Hospital Dental Services - Anesthesia, nursing and related Hospital charges for Inpatient dental services; outpatient Hospital dental services; or one day dental services are covered if deemed Medically Necessary by the treating dentist or oral surgeon and the patient's primary care Physician in accordance with Prior Authorization requirements and (1) the patient has been determined by a licensed dentist in conjunction with a licensed primary care Physician to have a dental condition of sufficient complexity that it requires Inpatient services; outpatient Hospital dental services; or one day dental services, or (2) the patient has a developmental disability, as determined by a licensed primary care Physician, that places him or her at serious risk.

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**Covered Services do not include:**

Private duty nursing services during an Inpatient Hospital Admission.

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

## HUMAN ORGAN AND TISSUE TRANSPLANT SERVICES

### **This Summary Booklet Covers:**

When Prior Authorized, the Benefit Program shall provide the benefits specified in this Section for directly related services of the following:

- Heart
- Lung
- Heart-lung
- Pancreas
- Liver (adult or child)
- Kidney
- Bone marrow
- Peripheral Stem Cell procedures when performed in conjunction with the administration of high dose chemotherapy

In addition, this Benefit Program shall provide the benefits specified in this Section without Prior Authorization for the following services provided in connection with human organ and tissue transplant services:

- Blood transfusion
- Cornea transplant
- Bone and cartilage grafting
- Skin grafting

Hospital Covered Services with Prior Authorization from Anthem BCBS.

Room and board for a semi-private room. If a private room is used, this Benefit Program will only provide benefits for Covered Services up to the cost of the semi-private room rate unless Anthem BCBS determines that a private room is Medically Necessary.

Services and supplies furnished by the Hospital.

Care provided in a special care unit which concentrates all facilities, equipment, and supportive services necessary to provide an intensive level of care for critically ill patients.

Use of operating and treatment rooms.

Diagnostic services, which includes a referral for evaluation.

Rehabilitative and restorative physical therapy services.

Hospital supplies:

Prescribed drugs;

Whole blood, administration of blood, and blood processing;

Anesthesia, anesthesia supplies and services;

Medical and surgical dressings and supplies.

Surgical Covered Services in connection with covered human organ and tissue transplants with Prior Authorization from Anthem BCBS.

Surgery, including diagnostic services directly associated with a surgery (separate payment will not be made for pre-operative and post-operative services, or for more than one surgical procedure performed at one operative session);

Services of a Physician who actively assists the operating surgeon in the performance of such surgery;

Administration of anesthesia ordered by the attending Physician and rendered by a Physician or other Provider other than the surgeon or assistant at surgery.

Medical Covered Services in connection with covered human organ and tissue transplants with Prior Authorization from Anthem BCBS.

Inpatient medical care visits.

Intensive medical care rendered to a Covered Person whose condition requires a Physician's constant attendance and treatment for a prolonged period of time.

Medical care rendered concurrently with surgery during the Hospital stay by a Physician other than the operating surgeon for treatment of a medical condition separate from the condition for which the surgery was performed.

Medical care by two or more Physicians rendered concurrently during the Hospital stay when the nature or severity of the Covered Person's condition requires the skills of separate Physicians.

Consultation services rendered by another Physician at the request of the attending Physician, other than staff consultations which are required by Hospital rules and regulations.

Home, office and other Outpatient medical care visits for examination and treatment of the Covered Person.

Diagnostic services, which includes a referral for evaluation.

Rehabilitative and restorative therapy services;

Services provided in a Skilled Nursing Facility, with Prior Authorization from Anthem BCBS, which are neither custodial in nature nor for the convenience of the Covered Person or the Physician, and only until the Covered Person has reached the maximum level of recovery possible for the particular condition and no longer requires skilled nursing care or definitive treatment other than routine supportive care.

Home health care Covered Services to a homebound Covered Person when prescribed by the Covered Person's attending Physician in lieu of hospitalization and arranged prior to discharge from the Hospital.

Medically Necessary immunosuppressant drugs prescribed in connection with covered human organ and tissue transplants and which, under Federal law, may only be dispensed by written prescription and which are approved for general use by the Food and Drug Administration.

Benefits for transportation and lodging for the transplant recipient and companion(s) limited to a maximum of \$10,000 per transplant, except as otherwise stated in the Exclusions Subsection of this Section.

Transportation costs incurred for travel to and from the site of surgery for Covered Services for a transplant recipient and one other individual accompanying the patient, or if the transplant recipient is a minor child, transportation costs for two other individuals accompanying the patient.

1. Reasonable and necessary lodging and meal expenses, not to exceed \$150 total per day (\$200 total if two companions are accompanying a minor child), are payable for the individual accompanying the patient.
2. Lodging for the Covered Person while receiving Medically Necessary post-operative Outpatient care at the Hospital.

Benefits for the following services when provided in connection with covered human organ and tissue transplants:

1. Transportation of the surgical harvesting team and donor organ or tissue; and
2. Evaluation and surgical removal of the donor organ or tissue and related supplies

If a human organ or tissue transplant is provided from a donor to a transplant recipient, the following apply:

When both the recipient and the donor are Covered Persons, each is entitled to the Covered Services specified in this Section.

When only the recipient is a Covered Person, both the donor and the recipient are entitled to the Covered Services specified in this Section:

1. The donor benefits are limited to only those not provided or available to the donor from any other source. This includes, but is not limited to, other insurance coverage, grants, foundations, government programs, etc.;
2. Benefits provided to the donor will be charged against the recipient Covered Person's coverage under the Benefit Program.

When the recipient is uninsured and the donor is a Covered Person, this Benefit Program will only provide benefits related to the procurement of the organ up to the maximum stated in this Subsection.

No benefits will be provided for procurement of a donor organ or organ tissue which is not used in a transplant procedure which is a Covered Service, unless the transplant is cancelled due to the Covered Person's medical condition or death and the organ cannot be transplanted to another person. No benefits will be provided for procurement of a donor organ or organ tissue which has been sold rather than donated.

These Covered Services: including Hospital, surgical, medical, storage and transportation costs will be subject to a maximum of \$15,000 per transplant.

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**Notes:**

This Benefit Program shall provide benefits for human organ and tissue transplant services only with authorization from Anthem BCBS. The Hospital must be designated and approved by Anthem BCBS to perform specific Covered Services provided under this Section. It should be noted that not every designated Hospital performs each of the specified Covered Services. In addition, the Covered Person must follow all provisions in this Benefit Program.

Prior Authorization is required for all Covered Services provided under this Section. Please refer to the Managed Care Section of this Summary Booklet for information on how to obtain Prior Authorization.

The term “donor” means a person who furnishes organ tissue for transplantation in a histo-compatible recipient. The benefits for all Covered Services specified in this Section are limited to a lifetime maximum of \$1,000,000 per Covered Person enrolled under this Benefit Program and any other health care product offered by Anthem BCBS or its affiliates. This includes all Covered Service maximums specified in this Section. Only those organ and tissue transplants and directly related procedures specified in this Section are Covered Services under this Benefit Program.

Benefits will only be provided for Covered Services and supplies furnished to the transplant recipient during the period beginning five days before the day on which a transplant procedure which is a Covered Service is performed, and ends 365 days post operatively.

When a Covered Person obtains human organ and tissue transplant Covered Services from a Hospital or facility that is not designated and approved by Anthem BCBS, he or she shall be responsible for all applicable Cost-Shares as well as amounts that exceed the Maximum Allowable Amount. These expenditures will not accumulate toward the Cost-Share Maximum.

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**Covered Services do not include:**

Benefits for services if the Covered Person is not a suitable candidate as determined by the Hospital designated and approved by Anthem BCBS to provide such services.

Benefits for services for donor searches or tissue matching, or personal living expenses related to donor searches or tissue matching, for the recipient or donor, or their respective family or friends.

Any human organ and tissue transplant service that is determined to be Experimental or Investigational is not a Covered Service.

Benefits for transportation and lodging for the transplant recipient and companion(s), when the human organ or tissue transplant is provided in a Hospital or other facility not designated and approved by Anthem BCBS.

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**MATERNITY/FAMILY PLANNING SERVICES**

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**This Summary Booklet Covers:**

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Obstetrical care or pregnancy, delivery, prenatal and postpartum care. Care related to complications of pregnancy including surgery and interruptions of pregnancy.

Hospital Services including room, board and Special Services, specified in this Section: Hospital Services of this Summary Booklet.

Abortions and Miscarriages.

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**Notes:**

The Hospital/Inpatient Facility amount is not subject to the Cost-Share Maximums.

Birthcenter services are available only when the Provider has a participating agreement with Anthem BCBS.

Inpatient care for a female Covered Person and newborn will be provided for a minimum of 48 hours following a vaginal delivery, and for a minimum of 96 hours following a cesarean delivery, unless otherwise agreed upon by the Covered Person and the Physician. If the Covered Person and the Physician agree to an earlier discharge time, benefits for Covered Services shall be provided for a follow-up home visit within 48 hours of discharge and an additional follow-up visit within 7 days. The time period shall commence at the time of delivery.

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**Covered Services do not include:**

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

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**MEDICAL EMERGENCY**

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**This Summary Booklet Covers:**

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Ambulance services when the Covered Person's condition at the time of the treatment is confirmed to have been a Medical Emergency.

Medical Emergency services provided at a Hospital's emergency room.

Medical Emergency services provided by a Physician.

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**Notes:**

Please refer to the Schedule of Benefits for any applicable Cost-Shares.

This Benefit Program shall only provide benefits for Medical Emergency services if the care is determined to be for a Medical Emergency. All Admissions resulting from a Medical Emergency must be approved by Anthem BCBS within 2 business days of the diagnosis, care or treatment of the Medical Emergency.

If the emergency requires that the Covered Person be taken to the Hospital, this Benefit Program shall provide benefits for Covered Services for the Medical Emergency regardless of whether the Hospital is a Participating Hospital or Non-Participating Hospital.

If the emergency requires that the Covered Person receive diagnosis, care or treatment from the first available Physician or Provider, this Benefit Program shall provide benefits for Covered Services for the Medical Emergency regardless of whether the Physician or Provider is a Participating Physician or Provider or Non-Participating Physician or Provider.

If the Medical Emergency requires a Covered Person's Admission to a Non-Participating Hospital, this Benefit Program shall provide benefits for Covered Services as if the services were received at a Participating Hospital only through the day when the Covered Person can be transferred to a Participating Hospital, as determined by Anthem BCBS. If the Covered Person chooses to remain in the Non-Participating Hospital, the Covered Person will be responsible for Non-Participating Hospital Cost-Shares in accordance with the Schedule of Benefits.

Claims for services rendered to the Covered Person shall be subject to review by Anthem BCBS. Based on Anthem BCBS's review, the Covered Person may be liable for Cost-Shares, or the full cost of all services rendered if Anthem BCBS determines that the services provided were not for a Medical Emergency. Medical Emergency Covered Services are limited to the treatment rendered during the initial visit only.

All services deemed by Anthem BCBS to be Medical Emergencies are eligible for benefits as if rendered by Participating Physicians, Participating Providers or Participating Hospitals as specified in the Schedule of Benefits and Benefit Chart.

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**Covered Services do not include:**

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

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<b>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>
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**This Summary Booklet Covers:**

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Outpatient treatment for Mental Health Care and Substance Abuse Care

Inpatient Hospital Services in a Hospital or Residential Treatment Center Facility for Mental Health Care

Inpatient rehabilitation treatment for Substance Abuse Care in a Hospital or Substance Abuse Treatment Facility

Partial Hospitalization sessions and Day/Night Visits

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**Notes:**

Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

Prior Authorization is required. Please refer to the Managed Benefits Section for how to obtain Prior Authorization.

Outpatient care for mental illness includes services rendered in the following locations: a non-profit community mental health center, a non-profit licensed adult mental health center, a non-profit licensed adult psychiatric clinic operated by an accredited Hospital or in a Residential Treatment Facility when provided by or under the supervision of a Physician practicing as a Psychiatrist, licensed psychologist, Certified Independent Social Worker, Certified Marriage and Family Therapist or a Licensed or Certified Alcohol and Drug Counselor; or appropriately licensed professional counselor.

Outpatient care for mental illness includes services by a person with a master's degree in social work when such person renders service in a child guidance clinic or in a Residential Treatment Facility under the supervision of a Physician practicing as a Psychiatrist, licensed Psychologist, Certified Independent Social Worker, Certified Marriage and Family Therapist or a Licensed or Certified Alcohol and Drug Counselor or appropriately licensed professional counselor.

Benefits for confinement in a Residential Treatment Facility shall be provided only in the following situations:

1. The Covered Person has a serious mental illness which substantially impairs the Covered Person's thought, perception of reality, emotional process, or judgement or grossly impairs behavior as manifested by recent disturbed behavior;
2. The Covered Person has been confined in a Hospital for such illness for a period of at least three days immediately preceding such confinement in a Residential Treatment Facility; and
3. Such illness would otherwise necessitate continued confinement in a Hospital if such care and treatment were not available through a Residential Treatment Facility; and an individual treatment plan must be prescribed by a Physician with certain specific attainable goals and objectives appropriate to both the patient and the treatment modality of the program.

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**Covered Services do not include:**

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

<b>ORAL SURGERY</b>
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**This Summary Booklet Covers:**

For office based services see Physician Medical/ Surgical Section

For Hospital based services see Hospital Service Section

The following are Covered Services, as determined by Anthem BCBS:

1. An initial visit for the prompt immediate repair of trauma, due to an accident or injury, to the jaw, natural teeth, cheeks, lips, tongue and/or the roof of the mouth. Benefits available for services provided during the initial visit, include but are not limited to the following:
  - Evaluation;
  - Radiology to evaluate extent of injury;
  - Treatment of the wound; tooth fracture or evulsion.

No additional benefits will be provided for any services rendered after the initial visit, including but not limited to: follow-up care, replacement of sound natural teeth, crowns, bridges, and prosthetic devices.

2. Oral surgical services for treatment of lesions, tumors and cysts on or in the mouth . Oral surgery services for treatment related to tumors of the oral cavity, treatment of fractures of the jaw and/or facial bones, and dislocation of the jaw.

The following are Covered Services subject to Out-of-Network Cost-Shares:

1. Oral surgery to remove tooth.
2. Excision of the tooth root without extraction of the entire tooth, not including root canal therapy.
3. Cutting procedures on the gums of mouth tissues when not performed in connection with tooth repair or extraction, but not including dental cleaning, root scaling, planing, or other scraping procedures.

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**Notes:**

Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

The Hospital Inpatient/Inpatient Facility Coinsurance amount is not subject to Cost-Share Maximums.

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**Covered Services do not include:**

In the case of injury to the oral cavity, non-covered Prosthetic Devices include, but are not limited to, plates, bridges, dentures or caps/crowns.

Injury to teeth or soft tissue as a result of chewing or biting shall not be considered an accidental injury.

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

## OTHER PROVISIONS

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### **This Summary Booklet Covers:**

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Services from birth to age three for early intervention Covered Services for a Covered Person and his/her family members provided as part of an individualized family service plan.

Blood and blood plasma

Amino acid modified preparations and low protein modified food products for the treatment of inherited metabolic diseases.

Coverage for Specialized Formulas when such specialized formulas are Medically Necessary for the treatment of a disease or condition and are administered under the direction of a Physician.

Outpatient self-management training for the treatment of diabetes including medical nutrition therapy.

Intravenous and oral antibiotic therapy for the treatment of Lyme Disease.

Routine Patient Care Costs in connection with Cancer Clinical Trial. A Cancer Clinical Trial must be conducted under the auspices of an independent peer-reviewed protocol that has been reviewed and approved by:

One of the National Institutes of Health; or  
A National Cancer Institute affiliated cooperative group; or  
The federal Food and Drug Administration as part of an investigational new drug or device exemption; or  
The federal Department of Defense or Veterans Affairs.

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### **Notes:**

Prior Authorization is required for the purchase of Specialized Formula. Please refer to the Managed Benefits Section of this Summary Booklet for information on how to obtain Prior Authorization.

Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

Payment for birth to age three services shall not be applied against maximum lifetime or annual limits specified in this Summary Booklet.

Outpatient diabetes self-management training is covered if prescribed by a licensed health care professional and performed by a certified, licensed or registered health care professional trained in diabetes care and operating within the scope of their licensure. Benefits are provided for 10 hours of initial training, 4 hours of additional training because of changes in the individual's condition and four hours of training required by new developments in the treatment of diabetes. Please refer to your directory for a listing of Participating Providers and Hospitals where Covered Services may be obtained.

Coverage is provided for up to 30 days of intravenous antibiotic therapy, or 60 days of oral antibiotic therapy, or both, for the treatment of Lyme Disease. Further treatment is covered if recommended by a board-certified rheumatologist, infectious disease specialist or neurologist.

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**Covered Services do not include:**

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

<b>PHYSICIAN MEDICAL/SURGICAL SERVICES</b>
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**This Summary Booklet Covers:**

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Medical services for the treatment of an illness or injury.

Medical office visits, specialist consultations, injections and home visits by a Physician.

Chiropractic services, evaluation and treatment.

Allergy testing.

Inpatient Hospital/Inpatient Facility visits during a covered Admission.

Acute Psychiatric Care while an Inpatient at a Hospital or Inpatient Facility.  
1 session per Inpatient day

Inpatient consultations by other than the attending Physician.  
2 per 30 day period

Coverage for Medically Necessary orthodontic processes and appliances for the treatment of craniofacial disorders for individuals eighteen years of age or younger if such processes and appliances are prescribed by a craniofacial team recognized by the American Cleft Palate-Craniofacial Association.

**Surgical Procedures:**

When multiple or bilateral surgical procedures are performed at the same operative session, benefits are provided at 100% of the Maximum Allowable Amount of the procedure with the highest reimbursement. Benefits for additional surgical procedures are provided at 50% of the Maximum Allowable amount of the specific procedure.

For breast implants which were surgically implanted as a result of a mastectomy, benefits for Covered Services for the Medically Necessary removal of such implants due to a medical complication of a mastectomy will be covered the same as any other illness or injury. As to all other breast implants, benefits for Covered Services for the Medically Necessary removal of any breast implant without regard to the reason for implantation, at least \$1,000 per Covered Person per Calendar Year will be provided.

Surgical assistant services.

In accordance with the Woman's Health and Cancer Rights Act, services are covered for reconstructive surgery after a mastectomy including, but not limited to, augmentation mammoplasty, reduction mammoplasty and mastopexy:

- a) On each breast on which a mastectomy has been performed;
- b) On a nondiseased breast to produce a symmetrical appearance.
- c) On one or both breasts for the treatment of physical complications at all stages of a mastectomy, including lymphedemas.

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**Notes:**

Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

Anthem BCBS will pay for the services of only one Physician in a given specialty if the surgery reasonably could be expected to be performed by one Physician.

Services of surgical assistants are payable as a surgery benefit based on approved surgical assistant procedures when a Hospital or ambulatory surgical facility does not provide surgical assistants through a residential or surgical assistant program.

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**Covered Services do not include:**

Initial medical care for scheduled Admissions for surgery. This means the first non-surgical services rendered to a Covered Person as an Inpatient by the attending Physician.

Separate charges for pre and post-operative care.

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

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<b>PRESCRIPTION DRUG</b>
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**This Summary Booklet Covers:**

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Prescription Drugs dispensed by a Pharmacy.

The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 31-day supply or 100 unit dose, whichever is greater, except for insulin for which the maximum per prescription is 4 vials.

Diabetic equipment, drugs and supplies.

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**Notes:**

If a Prescription Drug Rider has been added to this Summary Booklet, the Maximum Allowable Amount for drug benefits will be paid under this Summary Booklet after the Rider's benefits have been exhausted.

Anthem BCBS has the right to deny benefits for any Prescription Drug that in its judgement is not prescribed or dispensed in a manner consistent with normal medical practice.

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**Covered Services do not include:**

Prescription Drugs which are not required for the treatment or prevention of an illness or injury.

Antibacterial soaps, detergents, shampoos, toothpaste/gels, and mouthwashes/rinses.

Parenteral nutritional products.

Prescription Drugs dispensed in a Hospital, clinic, Skilled Nursing Facility, nursing home or other institution.

Prescription Drugs which are used in connection with male or female sexual dysfunctions or inadequacies, or erectile dysfunctions or inadequacies, regardless of origin or cause.

A contraceptive or contraceptive device that has not been approved by the Federal Food and Drug Administration, and is not prescribed by a licensed Physician.

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

## PREVENTIVE SERVICES

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**This Summary Booklet Covers:**

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Coverage for hearing examinations that includes screening to determine the Medical Necessity for hearing correction when performed by a Participating Physician or Non-Participating Physician certified as an otolaryngologist or a legally qualified audiologist holding a Certificate of Clinical Competence in Audiology from the American Speech and Hearing Association in the absence of any applicable licensing requirements.

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**Notes:**

Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

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**Covered Services do not include:**

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

## PRIVATE DUTY NURSING

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**This Summary Booklet Covers:**

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Private Duty Nursing Services.

Limited to Calendar Year maximum as shown in the Schedule of Benefits.

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**Notes:**

Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

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**Covered Services do not include:**

Private duty nursing care services for the convenience of the Covered Person or while the Covered Person is an Inpatient in a Hospital or Skilled Nursing Facility.

Care primarily to provide room and board (with or without routine nursing care), training in personal hygiene, and other forms of self-care.

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

## SKILLED NURSING FACILITIES

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**This Summary Booklet Covers:**

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Coverage includes:

1. Skilled nursing care;
2. Rehabilitative and related services; and
3. Semiprivate room and board.

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**Notes:**

Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

Prior Authorization is required. Please refer to the Managed Benefits Section of this Summary Booklet for how to obtain Prior Authorization.

The Hospital Inpatient/Inpatient Facility Coinsurance amount is not subject to Cost-Share Maximums.

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**Covered Services do not include:**

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

Room and board charges exceeding the Skilled Nursing Facility's most common semi-private rate shall be excluded.

## THERAPY SERVICES

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**This Summary Booklet Covers:**

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**Outpatient Rehabilitation**

Outpatient physical, occupational, speech and chiropractic therapy;

Outpatient cardiac rehabilitation therapy;

**Other Therapy Services**

Radiation therapy;

Chemotherapy for the treatment of cancer;

Electroshock Therapy;

Kidney Dialysis in a Hospital or free-standing dialysis center;

Infusion Therapy – Benefit will be provided for Outpatient Hospital or home Infusion Therapy regimens under the following conditions:

1. A plan of care for such services is prescribed in writing by a Physician (M.D.);

2. The plan of care is reviewed and recertified by the Physician (M.D.);
3. Infusion Therapy is limited to:
  - a. Chemotherapy (including gamma globulin);
  - b. intravenous antibiotic therapy;
  - c. total parenteral nutrition;
  - d. enteral therapy when nutrients are only available by a Physician's prescription;
  - e. intravenous pain management;
  - f. blood derivatives.

Covered Services will include supplies, solutions, and pharmaceuticals and nursing.

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**Notes:**

Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

Speech therapy is a Covered Service when prescribed by a Physician (M.D.) and provided by a licensed speech pathologist.

Whether Infusion Therapy is provided in an Outpatient Hospital program or a combined Outpatient Hospital and home program covered under this Benefit Program, the benefits will not exceed the amount as shown on the Schedule of Benefits.

Coinsurance amounts for Out-of-Network Providers for infusion therapy do not accrue toward the Cost-Share Maximum.

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**Covered Services do not include:**

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

<b>URGENT CARE SERVICES</b>
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**This Summary Booklet Covers:**

Urgent Care services received at a designated Urgent Care Facility or provided by a Participating Physician.

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**Notes:**

Please refer to the Schedule of Benefits for the appropriate Cost-Shares.

Urgent Care Services are only available in Connecticut. Please refer to the BlueCard PPO program section of this Summary Booklet for obtaining emergency services out of Connecticut by utilizing the BlueCard Program.

Urgent Care services will be covered only if the Covered Person's signs and symptoms at the time of treatment are such that Urgent Care services are Medically Necessary as determined by Anthem BCBS.

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**Covered Services do not include:**

Please refer to the Exclusions and Limitations Section of this Summary Booklet for other services not covered under this Benefit Program.

## **EXCLUSIONS AND LIMITATIONS**

In addition to the other limitations, conditions and exclusions set forth elsewhere in this Summary Booklet, no benefits will be provided for expenses related to the services, supplies, conditions or situations described in this section. These items and services are not covered even if you receive them from your Provider or according to your Provider's referral.

Please remember, this plan does not cover any service or supply not specifically listed as a Covered Service in this Summary Booklet. The following list of exclusions is not a complete list of all services, supplies, conditions or situations that are not Covered Services. If a service is not covered, then all services performed in conjunction with that service are not covered. Anthem BCBS is the final authority for determining if services or supplies are Medically Necessary.

The listed exclusions below are in addition to those set forth elsewhere in the Summary Booklet.

The following services are not Covered Services under this Benefit Program, except when approved by Anthem BCBS as part of Case Management.

1. Benefits for services which are not:
  - a. specifically described in the Summary Booklet
  - b. rendered or ordered by a Physician
  - c. within the scope of the Physician's, Provider's or Hospital's licensure; and
  - d. Medically Necessary Care for the proper diagnosis and treatment of the Covered Person.
2. Benefits may be reduced or denied subject to the Managed Benefits – Managed Care Guidelines. Any reduced or denied benefits paid by the Covered Person do not apply toward the Cost Share Maximums shown in the Schedule of Benefits.
3. Any reduction in benefits, including but not limited to Penalties, imposed by another Plan, which are similar to those stated in the Managed Benefits – Managed Care Guidelines, are not reimbursable as a Covered Service.
4. Benefits for services rendered before the Covered Person's Effective Date under this Benefit Program.
5. Benefits for services rendered after the person's Benefit Program has been rescinded, suspended, cancelled, interrupted or terminated. Any person obtaining services after his or her Benefit Program is rescinded, suspended, cancelled, interrupted or terminated for any reason will be solely responsible for payment of such services.
6. Care for conditions which are required by State or Local law to be treated in a public facility.
7. Services and care in a Veteran's Hospital or any Federal Hospital, except as may be otherwise required by law.
8. Services covered in whole or in part by public or private grants.
9. Services required by third parties, including but not limited to: school, employment, summer camp and premarital physicals and related tests.
10. Studies related to pregnancy except for significant medical reasons.
11. Simplified or self-administered tests and multiphasic screening.
12. Cosmetic Surgery or services performed primarily to improve appearance and not designed to restore body function or to correct deformity resulting from the treatment of malignancy or physical trauma.
13. Dental diagnosis, care, treatment, x-rays, or Appliances, for any of the diseases or lesions of the oral cavity, its contents or contiguous structures, the extraction of teeth, the correction of malpositions of the teeth and jaw, or for pain, deformity, deficiency, injury or physical condition of teeth, unless otherwise provided for in this Benefit Program.
14. Sperm collection and preservation, all services related to surrogate parenting arrangements and preparatory treatment.

15. Surgical and non-surgical examination, diagnosis, including invasive (internal) and non-invasive (external) procedures and tests, and all services related to diagnosis and treatment, both medical and surgical, of temporomandibular joint dysfunction or syndrome also called myofascial pain dysfunction or craniomandibular pain syndrome. This exclusion includes but is not limited to the following: contrast and non-contrast imaging, arthroscopic and open surgical procedures, physical therapy, and appliance therapy such as occlusal Appliances (splints) or adjustments. Anthem BCBS will not provide benefits unless otherwise provided for by an Amendatory Rider to this Benefit Program.
16. Routine foot care in the absence of systemic or vascular disease affecting the foot, including hygienic care, treatment of corns or calluses, services performed in conjunction with fitting of supportive or comfort devices for the foot or other foot care.
17. Services for Custodial Care, Chronic Care and/or Maintenance Care.
18. Prenatal medical conferences with a pediatrician regarding an unborn child unless the visit is the result of a medical referral.
19. Charges for the Covered Person's room and board when the Covered Person has a leave of absence from the Hospital, Substance Abuse Treatment Facility or other Inpatient Facility.
20. Evaluation, treatment, procedures and Prescription Drugs related to and performance of sex-change operations including follow-up treatment, care and counseling.
21. Vaccines other than routine immunizations or those needed for travel.
22. Services, medical supplies or supplies not specifically listed as Covered Services. These include but are not limited to educational therapy, marital counseling, sex therapy, weight control programs, nutritional programs and exercise programs.
23. Experimental or Investigational treatment, procedure, facility, equipment, drugs, devices or supplies. Any services associated with or as follow-up to any of the above is not a Covered Service.
24. Any treatment, procedure, facility, equipment, drug, device or supply which requires Federal or other governmental agency approval not granted at the time services are rendered. Any service associated with, or as follow-up to, any of the above is not a Covered Service.
25. Any services by a Physician or Provider to himself or herself or for services rendered to his or her parent, spouse, children, grandchildren or any other immediate family Covered Person or relation, even if a Participating Physician or Participating Provider.
26. Services which the Covered Person or Anthem BCBS is not legally required to pay.
27. Wigs, except as noted in the Covered Services section.
28. Inpatient services which can be properly rendered as Outpatient services.
29. Disease contracted or injuries resulting from war.
30. Charges after the Provider's or Hospital's regular discharge hour on the day indicated for the Covered Person's discharge by his/her Physician.
31. Charges in excess of the Maximum Allowable Amount.
32. Eyeglasses and contact lenses.
33. Supervisory care by a Physician for a Covered Person who is mentally or physically disabled and who is not under specific medical, surgical or psychiatric treatment to reduce the disability to the extent necessary to enable the patient to live outside an institution providing medical care; or when despite such treatment, there is no reasonable likelihood that the disability will be so reduced.
34. Travel, whether or not recommended by a Physician.
35. Certain pulmonary function tests which in the opinion of Anthem BCBS do not meet the definition of a covered diagnostic laboratory test.
36. Services or procedures rendered without regard for specific clinical indications, routinely for groups or individuals or which are performed solely for research purposes.
37. Services or procedures which have become obsolete or are no longer medically justified as determined by appropriate medical specialties.
38. Radiation therapy as a treatment for acne vulgaris.
39. Services rendered by a Physician in the employ of a Home (e.g. Skilled Nursing Facility) do not qualify as Home & Office Care.

40. The following is a list of procedures which are not covered:

1. Allogeneic or Syngeneic Bone Marrow Transplant or other forms of stem cell rescue and stem cell infusion (with or without high dose chemotherapy and/or radiation) are those with a donor other than the patient. They are not covered except in the following cases:

- a. When at least five out of six histocompatibility complex antigens match between the patient and the donor.
- b. The mixed leukocyte culture is non-reactive.
- c. One of the following conditions is being treated:

- \*Severe aplastic anemia
- \*Acute nonlymphocytic leukemia in first or subsequent remission or early first relapse
- \*Myelodysplastic syndrome
- \*Secondary acute nonlymphocytic leukemia as initial therapy
- \*Acute lymphocytic leukemia in second or subsequent remission
- \*Acute lymphocytic leukemia in first remission
- \*Chronic myelogenous leukemia in chronic and accelerate phase
- \*Non-Hodgkin's lymphoma, high grade, in first or subsequent remission
- \*Hodgkin's lymphoma low grade, which has undergone conversion to high grade
- \*Neuroblastoma, stage 3 or relapsed stage 4
- \*Ewing's sarcoma
- \*Severe combined immunodeficiency syndrome
- \*Wiskott-Aldrich syndrome
- \*Osteopetrosis, infantile malignant
- \*Chediak-Higashi syndrome
- \*Congenital life-threatening neutrophil disorders to include Kostmann's syndrome, chronic granulomatous disease, and cartilage hair hypoplasia
- \*Diamond Blackfan syndrome
- \*Thalassemia
- \*Sickle cell anemia
- \*Primary thrombocytopathy including Glanzmann's syndrome
- \*Gaucher disease
- \*Mucopolysaccharidoses and lipidoses to include Hurler's syndrome, Sanfilippo's syndrome, Maroteaux-Lamy syndrome, Morquio's syndrome, Hunter's syndrome, and metachromatic leukodystrophy

All other uses of Allogeneic or Syngeneic Bone Marrow Transplants or other forms of stem cell rescue and stem cell infusion (with or without high dose chemotherapy or radiation) are not covered.

2. Autologous Bone Marrow Transplantation or other forms of stem cell rescue and stem cell infusion (in which the patient is the donor) with high dose chemotherapy or radiation are not covered except for the following:

- a. Non-Hodgkin's lymphoma, high grade, first or subsequent remission. No morphological evidence of bone marrow involvement should be evident.
- b. Hodgkin's disease as defined above with an absence of bone marrow involvement.
- c. Acute nonlymphocytic leukemia in second remission, in which no HLA matched donor exists or an allogeneic transplant is inappropriate.
- d. Acute lymphocytic leukemia in second remission, in which no HLA matched donor exists or an allogeneic transplant is inappropriate.
- e. Retinoblastoma, adjuvant setting after successful induction (consolidation).
- f. Neuroblastoma, adjuvant setting after successful induction (consolidation).

Autologous Bone Marrow Transplants or other forms of stem cell rescue and stem cell infusion (with high dose chemotherapy and/or radiation), for all other cases are not covered.

## **RIGHT OF RECOVERY**

To the extent permissible by law, Anthem BCBS shall have a right of recovery against third parties for benefits for Covered Services provided under the terms of this Benefit Program, where the Covered Person has a right of recovery against third parties for the cost of Covered Services. Acceptance of Covered Services will constitute consent by the Covered Person to Anthem BCBS's right of recovery. The Covered Person agrees to take all further action to execute and deliver such additional instruments and to take such other action as Anthem BCBS shall require to implement this provision. Anthem BCBS will have the right to bring suit against such third party in the name of the Covered Person and in its own name as subrogee. The Covered Person shall do nothing to prejudice the rights given to Anthem BCBS by this provision without its consent.

If a Covered Person received payment from a third party by suit or settlement for the cost of Covered Services, such Covered Person is obligated to reimburse Anthem BCBS less Anthem BCBS's pro rata share of the reasonable attorney's fees and cost the Covered Person sustained in obtaining the recovery.

## **WORKERS' COMPENSATION**

**To the extent permissible by law no benefits shall be provided for Covered Services paid, payable or eligible for coverage under any Workers' Compensation Law, employer's liability or occupational disease law, denied under a managed Workers' Compensation program as Out-of-Network services or which, by law, were rendered without expense to the Covered Person.**

Anthem BCBS shall be entitled to the following:

1. To charge the entity obligated under such law for the dollar value of those benefits to which the Covered Person is entitled.
2. To charge the Covered Person for such dollar value, to the extent that the Covered Person has been paid for the Covered Services.
3. To reduce any sum owing to the Covered Person by the amount that the Covered Person has received payment.
4. To place a lien on any sum owing to the Covered Person for the amount Anthem BCBS has paid for Covered Services rendered to the Covered Person, in the event that there is a disputed and/or controverted claim between the Covered Person's Employer Group and the designated Workers' Compensation insurer as to whether or not the Covered Person is entitled to receive Workers' Compensation benefits payments.
5. To recover any such sum owing as described above, in the event that the disputed and/or controverted claim is resolved by monetary settlement to the full extent of such settlement.
6. If a Covered Person is entitled to benefits under Workers' Compensation, employer's liability or occupational disease law, it is necessary to follow all of the guidelines in the Managed Benefits Section in order for this Benefit Program to continue to provide benefits for Covered Services when the Workers' Compensation benefits are exhausted.

## **AUTOMOBILE INSURANCE**

To the extent permissible by law, benefits shall not be provided by this Benefit Program for Covered Services paid, payable or required to be provided as basic reparations benefits under any no-fault or other automobile insurance policy.

Anthem BCBS shall be entitled:

- To charge the insurer obligated under such law for the dollar value of those benefits to which a Covered Person is entitled;
- To charge the Covered Person for such dollar value, to the extent that the Covered Person has received payment from any and all sources, including but not limited to, first party payment.
- To reduce any sum owing to the Covered Person by the amount that the Covered Person has received payment from any and all sources, including but not limited to, first party payment.
- Benefits shall be subject to Coordination of Benefits as described in the Coordination of Benefits Section of this Summary Booklet, for Covered Services a Covered Person receives under an automobile insurance policy which provides benefits without regard to fault.
- A Covered Person who fails to secure no-fault insurance required by applicable law shall be deemed to be his or her own insurer and Anthem BCBS shall reduce his or her benefits for Covered Services by the amount of basic reparations benefits or other benefits provided for injury if such a no-fault policy had been obtained.
- If a Covered Person is entitled to benefits under a no-fault or other automobile insurance policy, benefits for Covered Services will only be provided when a Covered Person follows all of the guidelines stated in the Managed Benefits Section of the Summary Booklet. It is necessary to follow all the guidelines in the Managed Benefits Section in order for Anthem BCBS to continue to provide benefits for Covered Services when the no-fault or other automobile insurance policy benefits are exhausted.

## COORDINATION OF BENEFITS

All benefits provided under this Benefit Program are subject to the Coordination of Benefits provision as described in this Section.

### **Applicability**

1. The Coordination of Benefits (COB) provision applies to this Benefit Program when a Covered Person has health care coverage under more than one Plan as defined below.
2. If the Covered Person is covered by this Benefit Program and another Plan; the Order of Benefit Determination Rules in this Section shall decide which Plan is the Primary Plan. The benefits of this Plan:
  - a. Shall not be reduced when under the Order of Benefit Determination Rules this Benefit Program is the Primary Plan; but
  - b. May be reduced or the reasonable cash value of any Covered Service may be recovered from the Primary Plan when under the Order of Benefit Determination Rules another Plan is the Primary Plan. The above reduction is described in the Effect Of This Benefit Program On The Benefits Policy Subsection;
  - c. Penalties imposed on a Covered Person by the primary carrier are not subject to COB;
  - d. The Covered Person must submit the explanation of benefits from the Primary Plan to Anthem BCBS within two years of the date of service; in order to be eligible for payment under this Coordination of Benefits Section.

### **Definitions**

In addition to the defined terms listed in the Definitions Section of this Benefit Program, the following also apply to this Coordination of Benefits Section.

**ALLOWABLE EXPENSE:** The term Allowable Expense means a Medically Necessary Allowable Expense, for an item of expense for health care, when the item of expense, including any Copayment amounts, is covered at least in part by one or more Plans covering the Covered Person for whom the claim is made. Allowable Expense does not include coverage for: dental care; vision care; Prescription Drugs; or hearing aid programs. When this Benefit Program provides Covered Services, the reasonable cash value of each Covered Service is the Allowable Expense; and is a benefit paid.

The difference between the cost of a private Hospital room and the cost of a semi-private Hospital room is not considered an Allowable Expense under the above definition; unless the patient's stay in a private Hospital room is Medically Necessary.

**CLAIM DETERMINATION PERIOD:** The term Claim Determination Period means a Calendar Year. However, it does not include any part of a Calendar Year during which a person has no coverage under this Benefit Program; or any part of a Calendar Year before the date this COB provision or a like provision takes effect.

**PLAN:** For the purpose of this Section, the term Plan means any of the following which provides benefits or services for, or because of, medical care or treatment:

- a. Group health insurance; group-type coverage; individual health insurance; individual-type coverage; whether fully insured or self-insured or any other contract or arrangement where a health benefit is provided. This includes prepayment; staff; group practice; or individual practice association health maintenance organization coverage.
- b. Coverage under a governmental Plan or required or provided by law. This does not include: a state Plan under Medicaid (Title XIX; Grants to States for Medical Assistance Programs; or the United States Social Security Act as amended from time to time). It also does not include any Plan when, by law, its benefits are more than those of any private insurance program or other non-governmental program.
- c. Medical benefits coverage of: group; group-type; and individual no-fault and traditional automobile fault contracts, as provided in this Section.

Each contract; or other arrangement for coverage under: (a); (b); or (c) is a separate Plan. Also, if an arrangement has two parts; and COB rules apply only to one of the two; each of the parts is a separate Plan.

**PRIMARY PLAN:** The term Primary Plan means a Plan whose benefits for a person’s health care coverage must be determined without taking the existence of any other plan into consideration. A Plan is a Primary Plan if either a or b below is true:

- a. The Plan either has no Order of Benefit Determination rules; or it has rules which differ from those stated in this Section; or
- b. All Plans which cover the person use the Order of Benefit Determination rules as shown in this Section; and under those rules the Plan decides its benefits first. There may be more than one Primary Plan (for example: two Plans which have no Order of Benefit Determination rules).

When this Benefit Program is the Primary Plan, Covered Services are provided or covered without considering the other Plan’s benefits.

**SECONDARY PLAN:** The term Secondary Plan means a Plan which is not a Primary Plan. If a person is covered by more than one Secondary Plan, the Order of Benefit Determination rules of this Section decide the order in which the benefits are determined in relation to each other. The benefits of the Secondary Plan may take into account the benefits of the Primary Plan or Plans and the benefits of any other Plan which, under the rules of this Section, has its benefits determined before those of the Secondary Plan.

When this Benefit Program is the Secondary Plan, benefits for Covered Services under the Benefit Program may be reduced and Anthem BCBS may recover from the: Primary Plan; the Provider of Covered Services, or the Covered Person, the reasonable cash value of the Covered Services provided by this Benefit Program.

## Order Of Benefit Determination Rules

### 1. General Rule

When a Covered Person receives Covered Services by or through this Benefit Program or is otherwise entitled to claim benefits under this Benefit Program; and has followed all Anthem BCBS guidelines and procedures; including: Prior Authorization requirements as shown in this Benefit Program; and the Covered Services are a basis for a claim under another Plan; this Benefit Program is a Secondary Plan which has its benefits determined after those of the other Plan, unless:

- a. The other Plan has rules coordinating its benefits with those described in the Summary Booklet; and
- b. Both the other Plan’s rules; and this Benefit Program’s coordination rules; as described below, require that this Benefit Program’s benefits be determined before those of the other Plan.

2. Coordination Rules:

Anthem BCBS decides its order of benefits using the following rules:

a. Other than a Dependent

The benefits of the Plan which covers the person as a Covered Person (that is, other than as a Dependent) are primary to those of the Plan which covers the person as a Dependent.

b. Dependent Child/Parents Not Separated or Divorced:

When this Benefit Program and another Plan cover the same child as a Dependent of different persons, called "parents", the Plan of the parent whose birthday falls earlier in a year is primary to the Plan of the parent whose birthday falls later in that year; but if both parents have the same birthday; the Plan which covered a parent longer is primary. Only the month and day of the birthday are considered.

c. Dependent Child/Separated or Divorced Parents:

In the case of a Covered Person for whom claim is made as a Dependent child:

- i. When the parents are separated or divorced; and the parent with legal custody of the child has not remarried; the benefits of a Plan which covers the child as a Dependent of the parent with legal custody of the child shall be determined before the benefits of a Plan which covers the child as a Dependent of the parent without legal custody;
- ii. When the parents are divorced; and the parent with legal custody of the child has remarried; the benefits of a Plan which covers the child as a Dependent of the parent with custody shall be determined before the benefits of a Plan which covers that child as a Dependent of the step-parent; and

The benefit of a Plan which covers that child as a Dependent of the step-parent shall be determined before the benefits of a Plan which covers that child as a Dependent of the parent without legal custody.

If the terms of a court order state that one of the parents is financially responsible for the health care expenses of the child; then the Plan which covers the child as a Dependent of the financially responsible parent shall be determined before the benefits of any other Plan which covers the child as a Dependent child. The provisions of this Subsection do not apply with respect to any Claim Determination Period or Plan year during which any benefits are actually paid or provided before the payor has that actual knowledge.

d. Active/Inactive Employee

A Plan which covers a person as an employee who is neither: laid off; nor retired (or as that employee's Dependent) is primary to a Plan which covers that person as a: laid-off; or retired employee (or as that employee's Dependent). If the other Plan does not have this rule; and if, as a result, the Plans do not agree on the order of benefits; this rule (d) is ignored.

e. Longer/Shorter Length of Coverage

If none of the above rules decides the order of benefits; the Plan which covered a Covered Person longer is primary to the Plan which covered that person for the shorter time.

f. Medicare

If a Covered Person is eligible for Medicare; and still covered under this Benefit Program; Anthem BCBS will provide the benefits of this Benefit Program; except as obliged by law. However, these benefits will be reduced to an amount which; when added to the benefits received pursuant to Medicare; may equal; but not be more than the actual charges for services covered in whole; or in part by either this Benefit Program; or Parts A and B of Medicare.

(Note: Certain services may not require Prior Authorization when it is determined that Anthem BCBS is the Secondary Plan. Contact Customer Service before any services are rendered to determine if such services require Prior Authorization. In the event that a later determination finds that Anthem BCBS is the Primary Plan, any services that were obtained without Prior Authorization while Anthem BCBS was administering benefits as a Secondary Plan will not require Prior Authorization as would be required under a Primary Plan.)

### **Effect Of This Benefit Program On The Benefits**

1. This Subsection applies when; in accordance with the Order of Benefit Determination Rules; this Benefit Program is a Secondary Plan as to one or more other Plans. In that event, the benefits of this Benefit Program may be reduced under this Subsection. Such other Plan or Plans are referred to as “the other Plans.”
2. Reduction in this Benefit Program’s benefits. When the Benefit Program is the Secondary Plan; Anthem BCBS will provide benefits under the Benefit Program; so that the sum of the reasonable cash value of any Covered Service provided by the Benefit Program; and the benefits payable under the other Plans shall not total more than the Allowable Expense. Benefits will be provided by the Secondary Plan at the lesser of: the amount that would have been paid had it been the Primary Plan or the balance of the bill. Anthem BCBS shall never pay more than it would have paid as the Primary Plan.

If another Plan provides that its benefits are “excess;” or “always secondary;” and if this Benefit Program is determined to be secondary under this Benefit Program’s COB provisions; the amount of benefits paid under this Benefit Program shall be determined on the basis of this Benefit Program being secondary.

### **Right To Receive And Release Needed Information**

Certain data is needed to apply these COB rules. Anthem BCBS has the right to decide which data it needs. By enrolling in the Benefit Program; the Covered Person allows the release of data needed to apply the COB rules. Any Covered Person claiming benefits under this Benefit Program must give data to Anthem BCBS; which Anthem BCBS decides is necessary for the coordination of benefits.

### **Facility Of Payment**

A payment made; or a service provided under another Plan may include: an amount which should have been paid; or provided under this Benefit Program. If it does, Anthem BCBS may pay that amount to the group which made that payment. Such amount shall then be considered as though it were a benefit paid under this Benefit Program.

## **Right Of Recovery**

If the amount of the payments made by Anthem BCBS is more than it should have paid under this COB provision; or if it has provided services which should have been paid by the Primary Plan; Anthem BCBS may recover the excess or the reasonable cash value of the Covered Services; from one or more of the persons it has paid; or for whom it has paid insurance companies, or other groups.

The right of Anthem BCBS to recover from a Covered Person shall be limited to the Allowable Expense that the Covered Person has received from another Plan. Acceptance of Covered Services will make up consent by the Covered Person to Anthem BCBS's right of recovery. The Covered Person agrees to take all further action to execute; and deliver such documents as may be needed; and do whatever else is needed to secure Anthem BCBS's rights to recover excess payments. If the Covered Person does not comply; it may result in a withdrawal of benefits already provided; or a denial of benefits requested.

## **GENERAL PROVISIONS**

### **Benefits To Which Covered Persons Are Entitled**

1. Anthem BCBS's sole obligation is to administer on behalf of Employer the benefits specified herein
2. No person other than a Covered Person is entitled to receive benefits under the Benefit Program. All benefits (including payments) due or to become due are personal to the Covered Person and are not assignable or transferable by the Covered Person to any other person.
3. Benefits for Covered Services specified herein will be provided only for services and supplies that are rendered by a Physician, Provider or Hospital and regularly included in such Physician's, Provider's or Hospital's charges.

### **Records of Covered Person Eligibility and Changes in Covered Person Eligibility**

Clerical errors or reasonable delays in recording or reporting dates will not invalidate coverage which would otherwise be in force or continue coverage which would otherwise terminate.

### **Termination of Covered Person's Coverage Under the Benefit Program**

1. A Dependent child will cease to be covered under this Benefit Program on the first of the month following the month in which he or she:
  - a. marries; or
  - b. is no longer dependent on the covered employee for support; or
  - c. reaches the limiting age allowed under the Benefit Program unless the child is physically or mentally handicapped; or
  - d. reaches the limiting age allowed for a full-time student at a recognized college, university or trade school; or whichever event occurs first.
  - e. The day following the Covered Person's death. When a Covered Person dies, Dependents shall be terminated the first of the month following the Covered Person's death;

It is the sole responsibility of the covered employee to notify Anthem BCBS of any change in the Dependent's status.

2. A Covered Person will cease to be covered under the Benefit Program, on the first day of the month in which he or she attains age 65 and is eligible for Medicare, except as required by law. If a Covered Person is covered by law, he or she will automatically terminate from the Benefit Program on the first day of the month in which such eligibility ceases. The Covered Person who certifies before this termination date that he or she is not enrolled in Part B of Medicare will be reinstated under the Medical/Surgical Section without interruption of membership. Applications are available upon request, but Anthem BCBS is not responsible for notifying the Covered Person of the necessity for applying.

3. A Dependent spouse will cease to be covered under the Benefit Program upon the first day of the month following a divorce or annulment, except as provided in the Conversion Section.
4. During the first 2 years following the Effective Date of this Benefit Program, Anthem BCBS may rescind the Benefit Program; if the Covered Person has provided the Employer or Anthem BCBS with false; or misleading data about eligibility; insurability; or health status; and Anthem BCBS decides material falsification exists.
5. The termination, expiration, non-renewal or cancellation of this Benefit Program by the Employer or Anthem BCBS will automatically result in the termination of each Covered Person's or Dependent's right to coverage and benefits under this Benefit Program.

### **Termination of the Employer Group**

1. The Benefit Program may be terminated in accordance with valid law as follows:
  - At the option of the Employer Group; without cause upon delivery of 15 days prior written notice to the other party; to go into effect on the first of the month following the end of the 15 day notice period;
  - By Anthem BCBS; in the event the Employer Group receives 30 days prior written notice from Anthem BCBS that the Employer Group's failure to: satisfy any other condition in the Benefit Program; or any underwriting requirement adopted by Anthem BCBS. Such termination will go into effect on the first day of the month following such 30 day notice period.
  - Anthem BCBS may not renew the entire contract in the event the Contractholder fails to meet the participation; or contributory requirements stated in the Administrative Services Only Agreement.
2. During the first two years following the Effective Date of the policy, Anthem BCBS may rescind the Benefit Program if Anthem BCBS decides there was material falsification on behalf of the Employer Group by virtue of the provision to Anthem BCBS of: false; misleading; or fraudulent data; during the initial application; and enrollment process; regarding the eligibility of the Employer Group or any Covered Persons to receive coverage under the Benefit Program. The date of rescission shall be the Effective Date.
3. The termination; expiration; non-renewals; or cancellation of the Administrative Services Only Agreement by the Contractholder; or Anthem BCBS will instantly result in the termination of each Covered Person's or Dependent's right to coverage; and benefits under this Administrative Services Only Agreement.

### **Notice of Claim**

1. Anthem BCBS will not be obligated to process on behalf of the Employer any claim for benefits for Covered Services under the Benefit Program unless proper notice is furnished to Anthem BCBS that Covered Services have been rendered to a Covered Person. Written notice must be given within 60 days after completion of the Covered Services. The notice must include the data necessary for Anthem BCBS to determine benefits. An expense will be considered incurred on the date the service or supply was received.
2. Failure to give notice to Anthem BCBS within the time specified will not reduce any benefit if it is shown that the notice was given as soon as reasonably possible, but in no event will Anthem BCBS be required to accept notice more than two years after Covered Services are received.

## **Information Practices Notice**

The purpose of this Information Practices notice is to provide a notice to Covered Persons regarding Anthem BCBS's standards for the collection, use, and disclosure of information gathered in connection with Anthem BCBS's business activities.

- Anthem BCBS may collect personal information about a Covered Person from persons or entities other than the Covered Person.
- Anthem BCBS may disclose Covered Person information to persons or entities outside of Anthem BCBS without Covered Person authorization in certain circumstances.
- A Covered Person has a right of access and correction with respect to all personal information collected by Anthem BCBS.
- A more detailed notice will be furnished to you upon request.

## **Limitation of Actions**

No legal action may be taken to recover benefits within 60 days after Notice of Claim has been given as specified above. No legal proceeding may be brought under the Benefit Program after a two-year period from the date services are received.

## **Payment of Benefits**

1. Anthem BCBS is authorized to make payments on behalf of the Employer directly to Physicians, Providers or Hospitals furnishing Covered Services for which benefits are provided under the Benefit Program. However, except as otherwise provided for in any Physician, Provider or Hospital agreement, Anthem BCBS reserves the right to make payments on behalf of the Employer directly to the Covered Person or the Covered Person's Dependents at Anthem BCBS's discretion. In the absence of a participating agreement, and one parent or custodian who has custody of a minor child Dependent, Anthem BCBS will make payments on behalf of the Employer to that custodial parent or custodian.
2. Once Covered Services are rendered by a Physician, Provider or Hospital, Anthem BCBS will reject the Covered Person's request not to pay the claims submitted by the Physician, Provider or Hospital. Anthem BCBS will have no liability to any person because of its rejection of the request.
3. The Covered Person must advise the Physician, Provider or Hospital that he or she is covered under the Benefit Program when arrangements for services are made or as soon as reasonably possible thereafter.
4. Anthem BCBS will not routinely issue a benefit payment on behalf of the Employer under the Benefit Program of less than \$1.00 except upon a written request from the Covered Person.
5. Claims for benefits for Covered Services provided to a Covered Person will be processed within thirty (30) days of the date the claim is received by Anthem BCBS. If a claim decision cannot be made within the 30-day period, an extension of up to fifteen (15) days may be requested. Before the end of the initial thirty (30)-day period, Anthem BCBS will send the Covered Person written notice of the reason(s) for the delay.

If the time to process a health claim is extended because the Covered Person has not submitted requested information, the time period requirements for claim processing will be tolled from the date the notice of requested information is sent to the Covered Person until the date Anthem BCBS receives the Covered Person's response. Anthem BCBS will make a claim decision within fifteen (15) days after receipt of the requested information. Covered Persons should submit the requested information within forty-five (45) days of receipt of the request.

6. When Anthem BCBS has made payments for Covered Services either in error or in excess of the maximum amount of payment necessary to satisfy the provisions of this Benefit Program, Anthem BCBS has the right to recover these payments from one or more of the following as may be appropriate. Anthem BCBS will not attempt to recover from any Covered Person or Provider, overpayments not made to or held by such Covered Person or Provider. Overpayments may be recovered from:
  - Any person to or for whom such payments were made;
  - Any insurance companies, or
  - Any other organizations.

Anthem BCBS's right to recover may include subtracting from future benefits payments the amount Anthem BCBS has paid in error or in excess. The Covered Person personally and on behalf of his or her Dependents will, upon request, execute and deliver such documents as may be required and do whatever is necessary to secure Anthem BCBS's right to recover any erroneous or excess payments.

Under BlueCard, recoveries made from a Blue Cross and/or Blue Shield plan in the BlueCard program or from participating providers of a Blue Cross and/or Blue Shield plan in the BlueCard program can arise in several ways, including, but not limited to, anti-fraud and abuse audits, Provider/Hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Blue Cross and/or Blue Shield plan will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BlueCard policies, which generally require correction on a claim-by-claim or prospective basis.

## **Claim Denials**

If benefits are denied, in whole or in part, Anthem BCBS will send the Covered Person a written notice within the established time periods described in the section Payment of Benefits. The Covered Person or the Covered Person's duly authorized representative may appeal the denial as described in the Covered Person Appeal Process. The adverse determination notice will include the reason(s) for the denial, reference to the Plan provision(s) on which the denial is based, whether additional information is needed to process the claim and why the information is needed, the claim appeal procedures and time limits.

If the denial involves a utilization review determination, the notice will also specify:

- a. whether an internal rule, guideline, protocol or other criterion was relied upon in making the claim decision and that this information is available to the Covered Person upon request and at no charge;
- b. that an explanation of the scientific or clinical judgement for a decision based on Medical Necessity, Experimental or Investigational treatment or similar limitation is available to the Covered Person upon request and at no charge.

## **Covered Person/Physician/Provider/Hospital Relationship**

1. The choice of a Physician, Provider or Hospital network is solely the Employer's.
2. The choice of a Physician, Provider or Hospital is solely the Covered Person's.
3. Anthem BCBS does not furnish Covered Services but only provides benefits on behalf of the Employer for Covered Services received by Covered Persons. Anthem BCBS is not liable for any act or omission of any Physician, Provider or Hospital. Anthem BCBS administers the Benefit Program for the Employer and has no responsibility for a Physician's, Provider's or Hospital's failure or refusal to render Covered Services to a Covered Person.
4. The use or non-use of an adjective such as "Participating" or "Non-Participating" in modifying the term Physician, Provider or Hospital is not a statement as to the ability of the Physician, Provider or Hospital.
5. Anthem BCBS does not make medical judgments. Anthem BCBS only administers the benefits available under the Benefit Program on behalf of the Employer.
6. Anthem BCBS's sole obligation is to administer the Benefit Program in accordance with the agreement between Anthem BCBS and the Employer. No action at law based upon or arising out of the Provider-patient relationship will be maintained against Anthem BCBS.

## **Agency Relationships**

The Employer is the agent of the Covered Person, not Anthem BCBS.

## **COVERED PERSON APPEAL PROCESS**

Questions may be posed about the Covered Person's health benefit plan. Since questions often can be handled informally, these questions may be addressed by contacting Member Service/Customer Service, utilizing the telephone number provided on the back of the Covered Person's Identification Card. In addition, information about the following Appeal process may be obtained by contacting Member Service/Customer Service.

The Appeal process is available to the Covered Person, the Covered Person's duly authorized representative, the Provider of record, or the Provider of record's duly authorized representative.

This Appeal process applies to any adverse utilization review determination (which is considered an adverse pre-service claim determination) or any adverse non-utilization review determination (which is considered an adverse post-service claim determination) under this Benefit Program. Utilization review determinations, such as Prior Authorization or concurrent review, are determinations where receipt of the benefit, in whole or part, is conditioned upon approval of the benefit in advance. Non-utilization review determinations concern issues relating to the Covered Person's Benefit Program, such as eligibility for benefits, coverage of claims or claims processing.

### **Appeal Process for Adverse Utilization Review Determinations**

#### **FIRST LEVEL APPEAL**

If a utilization review determination is not satisfactory, this is considered an adverse determination and a First Level Appeal review of the adverse determination may be requested. The First Level Appeal review request can be initiated orally, electronically or in writing within one hundred eighty (180) days from the date the initial adverse determination is received. Written First Level Appeal review requests should be mailed to:

Anthem Blue Cross and Blue Shield  
First Level Appeal Review  
370 Bassett Road  
P.O. Box 1038  
North Haven, Connecticut 06473-4201

A First Level Appeal review request should include copies of any additional documentation supporting the First Level Appeal.

A First Level Appeal determination will be issued in writing within fifteen (15) days from the date the First Level Appeal request is received. The written determination will be issued within five (5) business days from the date the Appeal decision is made. The written Appeal determination shall state the decision; the specific reason(s) for the decision with a citation to provisions of the Summary Booklet on which the decision was based, if applicable; and general information about the next step in the Appeal process.

In the event of an emergency or a life-threatening situation, or when a claim involves urgent care, or when a Covered Person is denied benefits for an otherwise Covered Service on the grounds that it is Experimental and the Covered Person has been diagnosed with a condition that creates a life expectancy of less than two years, an expedited First Level Appeal review may be requested. A determination will be issued within one (1) business day from the date the expedited appeal request is received.

If the First Level Appeal determination is not satisfactory, a Covered Person of a fully insured health plan or a self insured governmental health plan which is not subject to ERISA, who has been diagnosed with a condition that creates a life expectancy of less than two years and the denial is based on the grounds that the proposed service is Experimental, may seek information (including the application) regarding an external appeal process administered

by the Insurance Department without completing the Second Level Appeal review request through Anthem Blue Cross and Blue Shield.

#### SECOND LEVEL APPEAL

If the First Level Appeal determination is not satisfactory, a Second Level Appeal review may be requested. The Second Level Appeal review request can be initiated orally, electronically or in writing to the Second Level Appeal Panel within sixty (60) days from the date the First Level Appeal determination is received. At this time, an in-person presentation, telephonic conference, or conference via other form of acceptable technology may be requested and should be noted in the written Second Level Appeal request, if desired. Written Second Level Appeal requests should be mailed to:

Anthem Blue Cross and Blue Shield  
Second Level Appeal Panel  
370 Bassett Road  
P.O. Box 1038  
North Haven, Connecticut 06473-4201

A Second Level Appeal review request should include copies of any additional documentation supporting the Second Level Appeal.

A Second Level Appeal determination will be issued in writing within fifteen (15) days from the date the Second Level Appeal request is received. The written determination will be issued within five (5) business days from the date the Appeal decision is made. The written Appeal determination shall state the decision; the specific reason(s) for the decision with a citation to provisions of the Summary Booklet on which the decision was based, if applicable; and general information about the next step in the Appeal process.

In the event of an emergency or a life-threatening situation, or when a claim involves urgent care, or when a Covered Person is denied benefits for an otherwise Covered Service on the grounds that it is Experimental and the Covered Person has been diagnosed with a condition that creates a life expectancy of less than two years, an expedited Second Level Appeal review may be requested. A determination will be issued within one (1) business day from the date the expedited appeal request is received.

After the completion of both the First and Second Level Appeal for a utilization review determination, a Covered Person, the provider of record or provider, or the duly authorized representative of a Covered Person of a fully insured health plan or a self insured governmental health plan which is not subject to ERISA, may seek information (including the application) regarding an external appeal process administered by the Insurance Department by contacting:

State of Connecticut Insurance Department  
P.O. Box 816  
Hartford, CT 06412-0816  
Telephone: (860) 297-3910

Any request for an external appeal regarding an adverse utilization review determination must be received by the Insurance Department within thirty (30) days from the date of the receipt of the final Appeal determination.

## **Appeal Process for Adverse Non-Utilization Review Determinations**

### **FIRST LEVEL APPEAL**

If a non-utilization review determination is not satisfactory, this is considered an adverse determination and a First Level Appeal review of the adverse determination may be requested. The First Level Appeal review request can be initiated orally, electronically or in writing within one hundred eighty (180) days from the date the initial adverse determination is received. Written First Level Appeal review requests should be mailed to:

Anthem Blue Cross and Blue Shield  
First Level Appeal Review  
370 Bassett Road  
P.O. Box 1038  
North Haven, CT 06473-4201

A First Level Appeal review request should include copies of any additional documentation supporting the First Level Appeal.

A First Level Appeal determination will be issued in writing within thirty (30) days of receipt of the First Level Appeal. The written determination will be issued within five (5) business days from the date the Appeal decision is made. The written Appeal determination shall state the decision; the specific reason(s) for the decision with a citation to provisions of the Summary Booklet on which the decision was based, if applicable; and general information about the next step in the Appeal process.

### **SECOND LEVEL APPEAL**

If the First Level Appeal determination is not satisfactory, a Second Level Appeal review may be requested. At this time, an in-person presentation, telephonic conference, or conference via other form of acceptable technology may be requested and should be noted with the Second Level Appeal request, if desired.

The Second Level Appeal review request can be initiated orally, electronically or in writing to the Second Level Appeal Panel. The Second Level Appeal review request must be received within ten (10) days from the date the First Level Appeal determination is received. If the Second Level Appeal request is received more than ten (10) days from the date that the First Level Appeal determination is received, the time period in excess of that ten days will be considered a request for an extension by the Covered Person. Such extension shall be granted for a period of up to sixty (60) days from the date that the First Level Appeal determination is received. Written Second Level Appeal requests should be mailed to:

Anthem Blue Cross and Blue Shield  
Second Level Appeal Review  
370 Bassett Road  
P.O. Box 1038  
North Haven, CT 06473-4201

A Second Level Appeal review request should include copies of any additional documentation supporting the Second Level Appeal.

A Second Level Appeal determination will be issued in writing within twenty (20) days from the date the Second Level Appeal request is received. The written Appeal determination will be issued within five (5) business days from the date the Appeal decision is made. The written Appeal determination will state the decision; the specific reason(s) for the decision with reference to the Summary Booklet provisions on which the decision is based, if applicable; and general information about the next step in the Appeal process.

**The First and Second Levels of Appeal for an adverse non-utilization review determination will not take longer than sixty (60) days from Anthem Blue Cross and Blue Shield's receipt of the First Level Appeal review request, unless an extension as described above has been granted.**

## **Other Covered Person Rights**

- The Covered Person is entitled to receive upon request and free of charge, reasonable access to, and copies of, any documents, records, and other information relevant to the Covered Person’s claim for benefits.
- If an internal rule, guideline, protocol, or other similar criterion is relied upon in making the adverse benefit determination, the specific rule, guideline protocol or other similar criterion will be provided to the Covered Person free of charge upon request.
- If the adverse benefit determination is based on a Medical Necessity, or experimental treatment, or other similar exclusion or limit, an explanation of the scientific or clinical judgement for the determination applying the terms of the health benefit plan to the Covered Person’s medical circumstances will be provided free of charge upon request.
- If a consultant’s advice was obtained in connection with a Covered Person’s adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, the consultant will be identified upon request.

## **Disclosure**

The Covered Person hereby expressly acknowledges its understanding that the Agreement constitutes a contract solely between the Employer Group and Anthem Blue Cross and Blue Shield, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (“the Association”) permitting Anthem BCBS to use the Blue Cross and Blue Shield service marks in the State of Connecticut, and that Anthem BCBS is not contracting as an agent of the Association. The Covered Person further acknowledges and agrees that he or she has not enrolled under this agreement based upon representations by any person other than the Employer Group or Licensee and that no person, entity or organization other than the Employer Group or Licensee shall be held accountable or liable to the Covered Person for any of the Employer Group or Licensee’s obligations to the Covered Person created under the Agreement. This paragraph shall not create any additional obligations whatsoever on the part of the Employer Group or Licensee other than those obligations created under other provisions of this Summary Booklet.

## **Authority for Discretionary Decisions**

Anthem BCBS, or anyone acting on its behalf, shall determine the administration of benefits and eligibility for participation in such a manner that has a rational relationship to the terms set forth herein. However, Anthem BCBS, or anyone acting on its behalf, has complete discretion to determine the administration of the Covered Person’s benefits. Anthem BCBS’s determination shall be final and conclusive and may include, without limitations, determination of whether the services, care, treatment, or supplies are Medically Necessary, Investigational/Experimental-Investigative, whether surgery is cosmetic, and whether charges are consistent with its Maximum Allowable Amount. However, a Covered Person may utilize all applicable Member Appeals procedures.]

Anthem BCBS, or anyone acting on Our behalf, shall have all the powers necessary or appropriate to enable it to carry out its duties in connection with the operation and administration of the Summary Booklet. This includes, without limitation, the power to construe the Contract, to determine all questions arising under the Summary Booklet and to make, establish and amend the rules, regulations and procedures with regard to the interpretation and administration of the provisions of this Summary Booklet. However, these powers shall be exercised in such a manner that has reasonable relationship to the provisions of the Summary Booklet, Provider agreements, and applicable state or federal laws. A specific limitation or exclusion will override more general benefit language.

## CONTINUATION OF COVERAGE

You may continue this coverage if your current coverage ends because of any of the following qualifying events. You must be covered under this Benefit Program before the qualifying event in order to continue coverage. In all cases, continuation ends if the Administrative Services Only Agreement terminates.

<b>Qualifying Event</b>	<b>Who May Continue</b>	<b>Maximum Continuation Period</b>
Employment ends, retirement, leave of absence, or reduction in hours (except gross misconduct dismissal)	Group Covered Person and Dependent Covered Persons	Earliest of: 1. 18 months, or 2. Enrollment Date in other group coverage or Medicare, or 3. Date Coverage would otherwise end.
Divorce or Legal Separation	Former spouse and child Dependent Covered Persons.	Earliest of: 1. 36 months, or 2. Enrollment Date in other group coverage or Medicare, or 3. Date Coverage would otherwise end.
Death of Group Covered Person	Surviving spouse and child Dependent Covered Persons.	Earliest of: 1. 36 months, or 2. Enrollment Date in other group coverage or Medicare, or 3. Date Coverage would otherwise end.
Child Dependent Covered Person loses eligibility	Child Dependent Covered Person.	Earliest of: 1. 36 months, or 2. Enrollment Date in other group coverage or Medicare, or 3. Date Coverage would otherwise end.
Total Disability of Group Covered Person	Group Covered Person and Dependent Covered Persons	Earliest of: 1. 29 months after the Group Covered Person leaves employment, or 2. Date total disability ends, or 3. Enrollment Date in other Group coverage or Medicare, or 4. Date Coverage would otherwise end.
Employment ends, retirement, leave of absence, or reduction in hours (except gross misconduct dismissal) as a result of a Covered Person's eligibility to receive Social Security income	Group Covered Person and Dependents Covered Persons	Until midnight of the day preceding such Covered Person's eligibility for benefits under Title XVIII of the Social Security Act
Retirees of Group Contractholder filing Chapter 11 bankruptcy (includes substantial reduction in coverage within 1 year of filing)	Retiree and Dependent Covered Persons	Lifetime Continuation
Surviving Dependent Covered Persons of a retiree on lifetime continuation due to bankruptcy of Group Contractholder	Surviving spouse and child Dependent Covered Persons.	36 months following retiree's death.
Employee leaves for duty in the military service	Group Member and Dependent Members	The 24 months continuation beginning on the first date of your absence from work; or the day after the date on which you fail to apply for or return to a position of employment.

## Who May Elect to Continue Coverage?

Qualified Beneficiaries are eligible to elect to continue coverage. Qualified beneficiaries are individuals who had coverage under the Benefit Program immediately prior to the qualifying event and are either covered employees, spouses or Dependent children of covered employees. A qualified beneficiary also includes a child born to or placed for adoption with the covered employee during the continuation period.

## Continuation Options

Continuation options will be provided under each of the following circumstances for the period indicated or until the Covered Person becomes eligible for other group insurance, except as otherwise stated in this Section.

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) P.L. 99-272

1. Covered Persons in groups subject to the Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99-272(COBRA) may continue membership in this Benefit Program to the extent permitted by law. The Employer is responsible for notifying the Covered Person regarding whether the Employer or Anthem BCBS will be administering the program. Coverage shall also be available to a child born to or placed for adoption with the Covered Person while the Covered Person is continuing coverage pursuant to COBRA.
  - a. Continuation of coverage for up to 36 months shall be available for an enrolled Dependent following:
    - (i) The death of the Covered Person;
    - (ii) The legal separation or divorce from the Covered Person;
    - (iii) The Covered Person's entitlement for Medicare;
    - (iv) The attainment of the limiting age for an enrolled Dependent child or student.
  - b. Continuation of coverage for up to 18 months shall be available to a Covered Person and his or her enrolled Dependents following:
    - (i) The Covered Person's reduction in work hours;
    - (ii) The Covered Person's voluntary resignation;
    - (iii) Lay-off or termination of the Covered Person for any reason (other than gross misconduct).
2. An additional 11 months shall be available to a Covered Person and an enrolled Dependent who is; determined to be disabled under Title II or Title XVI of the Social Security Act at the time he or she becomes eligible for extended continuation of coverage under COBRA, or becomes disabled at any time during the first 60 days of COBRA continuation coverage. The Covered Person or enrolled Dependent must provide notice of the disability determination to Anthem BCBS no later than 60 days after the date of the Social Security Administration's determination and before the end of the initial 18 months of COBRA continuation coverage.

If it is determined that the Covered Person is no longer disabled, the extended continuation of coverage period can be terminated on the first of the month following 30 days after the final determination notice.

3. The continuation of coverage must be equal to the benefits available to currently employed Covered Persons. A Covered Person who is eligible for continuation of coverage must be provided with at least 60 days in which to elect such coverage. A Covered Person's eligibility for such continuation of coverage ends earlier than the above periods if:
  - a. The Covered Person becomes eligible for benefits under another group health plan as a result of employment, re-employment, or marriage, except when the new plan contains any exclusion or limitation relating to any pre-existing condition of the Covered Person; or
  - b. The premium for continuation of coverage is not paid on time; or
  - c. The Covered Person becomes entitled to Medicare benefits; or
  - d. The Employer no longer provides group health coverage for any of its employees.

### **Continuation of Coverage Due To Military Service**

In the event you are no longer Actively At Work due to military service in the Armed Forces of the United States, you may elect to continue health coverage for yourself and your Dependents (if any) under this Benefit Plan in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

"Military service" means performance of duty on a voluntary or involuntary basis, and includes active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

You may elect to continue to cover yourself and your eligible Dependents (if any) under this Benefit Program and upon payment of any required contribution for health coverage. This may include the amount the employer normally pays on your behalf. If your military service is for a period of time less than 31 days, you may not be required to pay more than the active employee contribution, if any, for continuation of health coverage. If continuation is elected under this provision, the maximum period of health coverage under this Benefit Program shall be the lesser of:

The 24 months beginning on the first date of your absence from work; or

The day after the date on which you fail to apply for or return to a position of employment.

Regardless whether you continue your health coverage, if you return to your position of employment your health coverage and that of your eligible Dependents (if any) will be reinstated under this Benefit Program.

### **Conversion**

1. If a person ceases to be a Covered Person under this Benefit Program, the person is eligible for coverage under a conversion contract then available from Anthem BCBS. The coverage may be different from the coverage provided under this Benefit Program.
2. Direct payment for coverage under the conversion contract must be made from the date the person ceases to be a Covered Person under this Benefit Program.
3. The Covered Person will be allowed to continue membership in the direct pay plan currently available in accordance with Anthem BCBS's underwriting regulations. Not all coverages available on a group basis are available on a direct pay basis.
4. A conversion option will not be available if the Employer terminates this Benefit Program for another Plan.

## **Certificate of Creditable Coverage**

Pursuant to the Connecticut Health Insurance Portability and Extended Health Insurance Act; and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), a Certificate of Creditable coverage must be issued to a Covered Person and his or her covered Dependents who terminate from this Benefit Program. The information included on the Certificate of Creditable coverage will include the names of any Covered Persons terminating, the date coverage under this Benefit Program ended, and the type of coverage provided under this Benefit Program. This Certificate of Creditable coverage will provide a subsequent insurer or group Plan with information regarding previous coverage to assist it in determining any Pre-Existing Condition exclusion period or Affiliation Period. This Certificate of Creditable coverage should be presented by the Covered Person to his or her next employer group and/or when applying for subsequent group health insurance. A Certificate of Creditable coverage will be issued to terminating Covered Persons 14 days after the date Anthem BCBS is notified of his or her termination. In addition, a terminated Covered Person may request an additional copy of the Certificate of Creditable Coverage by contacting Member Services.

## **Assignment of Benefits for Dentists and Oral Surgeons**

Notwithstanding the terms of any provision regarding the payment of benefits payable for a Covered Service, a Covered Person may assign the benefits to a dentist or oral surgeon, who performs such services.

## **OPTIONAL PROVISION(S)**

Optional Provisions refer to Preferred Provider Program addenda for benefits for Covered Services which are provided in addition to, or to supersede, Preferred Provider Program Covered Services. The Schedules of Benefits of these Optional Provision Sections are not subject to the Preferred Provider Program Schedule of Benefits.

A Covered Person is entitled to benefits for Covered Services as described in these Optional Provision Sections and related Schedules of Benefits.

These Optional Provision Sections are subject to the terms and conditions of the following Preferred Provider Program Benefits Sections: Acceptance, Eligibility, Exclusions, Conditions and Limitations, Coordination of Benefits and General Provisions.

These Optional Provision Sections are not subject to the terms and conditions of the Preferred Provider Program of Benefits Section: Preferred Provider Program Description.

Optional Provision benefits prevail until a per Covered Person maximum has been reached. Preferred Provider Program benefits will become effective after a Covered Person's Optional Provision maximum is reached, if applicable.